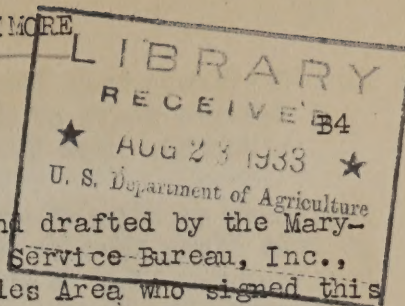


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TENTATIVE MARKETING AGREEMENT OF BALTIMORE

Page 1



This tentative marketing agreement has been proposed and drafted by the Maryland State Dairymen's Association, Inc., and the Dairy Service Bureau, Inc., and the other dealers in the Baltimore Metropolitan Sales Area who signed this contract, to be submitted with application for public hearing before the Secretary of Agriculture at Washington, D. C.

AGREEMENT

As used in this agreement, the following words and phrases shall be defined as follows:

- a. "Contracting producers" means and includes the Maryland State Dairymen's Association, Inc., and such other producers and associations of producers of "fluid milk" sold or consumed in the "Baltimore Metropolitan Sales Area" as may become parties signatory to this Agreement according to the terms thereof.
- b. "Contracting distributors" means and includes members of the Dairy Service Bureau, Inc. and such distributors and/or processors of "fluid milk" in the "Baltimore Metropolitan Sales Area" as may become parties signatory to this Agreement according to the terms thereof.
- c. "Dairy Council" means the Maryland Dairy Council, a non-profit organization, supported and controlled jointly by "Contracting producers" and "Contracting distributors" for the purpose of milk advertising and health education.
- d. "Fluid Milk" means and includes all milk sold, wholesale, retail, bulk and bottle, by the "Contracting Distributors" in the "Baltimore Metropolitan Sales Area".
- e. "Baltimore Metropolitan Sales Area" means and includes the city of Baltimore, Maryland, and all cities, towns and suburban areas in the territory extending by air-line, from the Baltimore City Hall, -

30 miles to the north
30 miles to the west
25 miles to the south
and east to the Chesapeake Bay

Beginning at a point in Aberdeen, Md., go along Highway to Churchville, to Dublin, to Whiteford, then along Maryland-Pennsylvania State Line, to Lineboro, then along Highway to Melrose, to Manchester, to Westminster, to Ridgeville, to Damascus, to Mullinix, to Laytonsville, to Olney, to Sandy Spring, to Cloverly, to Whiteoak, to Burtonsville, to Laurel, to Hicks Mills, to Collington, to Priest Bridge, to Marlboro, to Greenock, to West River, then along West Shore of Chesapeake Bay to Aberdeen, the starting point.

- f. "Baltimore Milk Production Area" means and includes the territory on the Western Shore of Maryland, lying in that area within a radius of 50 miles, air-line, from the City Hall, Baltimore, Maryland.

Beginning at a point on the Susquehanna River where the Lincoln Highway crosses, go West along Lincoln Highway to Gettysburg, Pa., then South along Highway to Emmittsburg, Md., to Thurmont, Frederick, to Hopeland, to Hyattstown, to Neelsville, to Damascus, to Mullinix, to Laytonsville, to Olney, to Sandy Spring, to Cloverly, to Whiteoak, to Burtonsville, to Laurel, to Hicks Mills, to Collington, to Priest Bridge, to Marlboro, to Drury, to Clancyville, to Chesapeake Beach, then along the West Shore of Chesapeake Bay to Susquehanna River, to starting point.

- g. "Secretary" means the Secretary of Agriculture of the United States.

- h. "Act" means the Act of Congress entitled "An Act to relieve the existing national economic emergency by increasing agricultural purchasing power, to raise revenue for extraordinary expenses incurred by reason of such emergency, to provide emergency relief with respect to agricultural indebtedness, to provide for the orderly liquidation of joint-stock land banks and for other purposes", approved May 12, 1933.

THE PARTIES to this Agreement are the "Contracting Producers", parties of the first part, the "Contracting Distributors", parties of the second part, and the "Secretary" party of the third part.

WHEREAS, pursuant to the "Act" the parties thereto, for the purpose of correcting the conditions now obtaining in marketing of "fluid milk" in the "Baltimore Metropolitan Sales Area" desire to enter into a marketing agreement under the provisions of Section 8 (a) of the "Act", and

WHEREAS, Maryland State Dairymen's Association, Inc., markets more than 75% of the "fluid milk" distributed and consumed in the "Baltimore Metropolitan Sales Area" and represents that it has corporate power and authority to enter into this Agreement, and

WHEREAS, members of the Dairy Service Bureau, Inc., and other distributors signing this Agreement, distribute more than 75% of the "fluid milk" distributed in the "Baltimore Metropolitan Sales Area", which said "fluid milk" distributed in the "Baltimore Metropolitan Sales Area" comprises substantially all of the "fluid milk" marketed by the Maryland State Dairymen's Association, Inc., and

WHEREAS, the marketing of "fluid milk" produced for distribution in the "Baltimore Metropolitan Sales Area" and distribution thereof affect and enter into both the current of interstate commerce and the current of intrastate commerce, which are inextricably intermingled.

NOW THEREFORE in consideration of the premises the parties hereto agree as follows:-

1. The prices at which "fluid milk" shall be sold by the "Contracting Producers" and purchased by the "Contracting Distributors" for distribution or consumption in the "Baltimore Metropolitan Sales Area" shall be those set forth in Exhibit "A", which is attached hereto and made a part hereof. The prices set forth in Exhibit "A" may be changed by agreement between the "Contracting Producers" and the "Contracting Distributors", provided, however, that such price changes shall become effective only upon written approval of the "Secretary".

Payments to such other agency approved by the "Secretary", by producers not members of the Maryland State Dairymen's Association, Inc., and payments to the Maryland State Dairymen's Association, Inc., by members thereof made pursuant to paragraph 4 hereof, shall both respectively, be deemed part of the price paid to producers.

2. The marketing plan governing the marketing of milk which is attached hereto, made a part hereof, and marked Exhibit "B" shall be binding upon the "Contracting Producers" as to all matters therein required on their part to be performed and upon the "Contracting Distributors" as to all matters therein required on their part to be performed. Such marketing plan may be modified by agreement between the "Contracting Producers" and the "Contracting Distributors", provided, however, that such modified marketing plan shall become effective only upon the written approval of the "Secretary".
3. The wholesale and retail prices at which "fluid milk" and its derivatives shall be distributed by the "Contracting Distributors" in the "Baltimore Metropolitan Sales Area" shall be those defined and set forth in Exhibit "C", which is attached hereto and made a part hereof. The prices set forth in Exhibit "C" may be changed by agreement between the "Contracting Producers" and the "Contracting Distributors", provided, however, that, such price changes shall become effective only upon the written approval of the "Secretary".
4. The "Contracting Distributors" agree that they will not purchase "fluid milk" from any new producer not in the "Baltimore Milk Production Area", but they may purchase from producers outside the "Baltimore Milk Production Area" now having Baltimore City Health Department permits, so long as such permits are retained, nor will said "Contracting Distributors" purchase "fluid milk" from any producer not a member of the Maryland State Dairymen's Association, Inc., unless such producer authorizes the purchasing "Contracting Distributor" to pay over to such other agency approved by the "Secretary", the same amount per hundred pounds of milk purchased which the members of the Maryland State Dairymen's Association, Inc., are then authorizing the "Contracting Distributors" to pay over to the Maryland State Dairymen's Association, Inc., on behalf of its members for brokerage or adjustment fund. The said purchasing "Contracting Distributors" shall simultaneously with making payment to the producer for "fluid milk" purchased, make such payments to such other agency approved by the "Secretary".

The sums so paid shall be kept as a separate fund by said such other agency approved by the "Secretary", for the purpose of securing to said producers not members of the Maryland State Dairymen's Association, Inc., all benefits similar to those which are secured by the members of the Maryland State Dairymen's Association, Inc. The Maryland State Dairymen's Association, Inc. and such other agency approved by the "Secretary" shall disburse such funds as directed by the "Secretary".

5. All producers of "fluid milk" whose farms are within the "Baltimore Milk Production Area", and the marketing of whose milk is not prohibited by the health laws and ordinances applicable to marketing of milk by said Maryland State Dairymen's Association, Inc., shall, as heretofore, be permitted to become members of the Maryland State Dairymen's Association, Inc., on an equal basis with existing members similarly circumstanced.
6. The "Contracting Producers" and the "Contracting Distributors" shall, as and to the extent required by the "Secretary", severally maintain systems of accounting which shall be satisfactory to the "Secretary" and their respective books and records shall be subject to his examination during the usual hours of business, and they shall severally, from time to time, furnish to the "Secretary" on and in accordance with forms to be supplied by the Department of Agriculture such information as the "Secretary" may request. It is agreed as between the "Contracting Distributors" and the Maryland State Dairymen's Association, Inc., that the books and records of such "Contracting Distributors" as purchase any part of their supply of "fluid milk" from the Maryland State Dairymen's Association, Inc., shall respectively be subject to the examination of a representative of the Maryland State Dairymen's Association, Inc., during the usual hours of business to the extent necessary to determine the total purchases and sales of "fluid milk" in the various classes set up in Exhibits "A" and "C" and shall severally furnish to the Maryland State Dairymen's Association, Inc., on or before the 15th of each month a report of the totals of the same, including prices at which all Class 3 sales were made. With such "Contracting Distributors" the Maryland State Dairymen's Association, Inc., shall operate an adjustment fund through the use of which such "Contracting Distributors" shall pay Class 1 and Class 2 prices respectively, each month, for exactly the amount of milk sold by them respectively in those classes each month, and shall pay for Class 3 exactly what they get for it, showing their vouchers for same.
7. All other "Contracting Distributors", who do not purchase any part of their supply from the Maryland State Dairymen's Association, Inc., and such Agency as such "Contracting Distributors" shall select with the approval of the Secretary, shall operate a like adjustment fund through the use of which these "Contracting Distributors" shall receive the same benefits and pay for their "fluid milk" on exactly the same basis severally as those "Contracting Distributors" with whom the Maryland State Dairymen's Association, Inc., operates its adjustment fund. The books and records of these "Contracting Distributors" being open under the same circumstances and to the same extent to the agency operating an adjustment with them as outlined above for those distributors purchasing from the Maryland State Dairymen's Association, Inc.

8. All "Contracting Producers" and all "Contracting Distributors" shall respectively contribute and pay to the "Dairy Council" one tenth of a cent per gallon on all "Fluid Milk" Sales as is now being paid by part of the "Contracting Producers" and part of the "Contracting Distributors" for the maintenance of its milk advertising and health educational work on the 15th day of each month for the preceding month.
9. The health standards governing the production, receiving, transportation, processing, bottling and distribution of "fluid milk" and its derivatives sold or distributed in the "Baltimore Metropolitan Sales Area" shall be those established by the various health ordinances of the cities in which it is sold and also the milk regulations of the states within the "Baltimore Milk Production Area".
10. This Agreement shall become effective at such time as the "Secretary" may determine and shall continue in force until the last day of the month following the aforesaid effective date, and thereafter from month to month, except that:
 - (a) The "Secretary" may, (and shall upon the request of either 75% of the "Contracting Producers" or 75% of the "Contracting Distributors" such percentages to be measured by volume of "fluid milk" marketed or distributed, respectively) by notice in writing deposited in the registered mail, and addressed to the Maryland State Dairymen's Association, Inc., the Dairy Service Bureau, Inc., and such other contracting distributors and producers as are not members of the Dairy Service Bureau, Inc., or the Maryland State Dairymen's Association, Inc., respectively, at the respective addresses then on file with the "Secretary" on or before the 15th day of any month terminate such contract as of the end of such month.
 - (b) The "Secretary" may for good cause shown as of the end of any month terminate this Agreement as to any party or parties signatory hereto by notice in writing deposited on or before the 15th day of each month in the registered mails and addressed to such party or parties at the address or addresses of such party or parties then on file with the "Secretary",
 - (c) This Agreement shall in any event terminate whenever Title 1 of the "Act" shall cease to be in effect or whenever the President or Congress shall terminate those provisions of the "Act" which authorize this Agreement.
11. The benefits, privileges and immunities conferred by virtue of this Agreement shall cease to exist upon the termination of this Agreement and the benefits, privileges and immunities conferred by virtue of this Agreement upon any party or parties signatory hereto shall cease to exist upon the termination of this Agreement as to such party or parties.

IN WITNESS WHEREOF, etc.

ADDRESS

EXHIBIT "A"PRODUCTION PRICES OF "FLUID MILK"

1. Prices paid to producers shall be determined with reference to the "Rules of Control of Basic Production" (set forth in Exhibit "B" to this Agreement) which set up definite quantities of milk known as Class 1 and 2 for each producer. Class 3 shall be such additional milk produced over and above Class 1 and Class 2 quantities.
2. The price of Class 1 milk F.O.B. Baltimore, Md., shall be \$2.61 per cwt. (22 1/2¢ per gallon), for milk of 4% butterfat content, subject to a butterfat differential of 4.64¢ per cwt. (.4¢ per gallon) per one-tenth of one percent butterfat content above or below 4%.

Class 1 milk shall constitute all "fluid milk" sold by the "Contracting Distributors", wholesale, retail, bulk and bottle.

3. The price of Class 2 milk, F.O.B. Baltimore, Md., shall be \$1.97 per cwt. (17¢ per gallon) for milk of 4% butterfat content, subject to the aforesaid butterfat differential.

Class 2 milk shall constitute all other milk purchased by the "Contracting Distributors".

4. The price of Class 3 milk, F.O.B. Baltimore, Md., shall be: the monthly price set by the average price obtained for Class 3 milk manufactured into Cream and sold as cream for manufacturing purposes, computed on a 4% butterfat basis and using the aforesaid butterfat differential. The Maryland State Dairymen's Association, Inc., shall have the privilege of selling the Class 3 milk handled by the "Contracting Distributors", who purchase from them. And any other Agency, approved by the "Secretary", shall have the right to sell their Class 3 milk.

Class 3 milk shall constitute the amount which the market does not consume, as defined above, except the amount of cream sold to wholesale ice cream manufacturers. The price of Class 3 milk to those buyers shall be the price as set up in Exhibit "E".

5. From the above Class 1, Class 2 and Class 3 prices F.O.B. Baltimore, a terminal charge of 5.8¢ per cwt. (1/2¢ per gallon) on all direct shipped milk shall be deducted and paid into the "adjustment Fund".
6. The prices of Class 1, Class 2 and Class 3 milk, F.O.B. Creameries (situated at least 20 miles from Baltimore City Hall) namely: Detour, Mt. Airy, Motters, New Windsor, Taneytown, Union Bridge, Unionville, Brodbeck, Fowlesburg, Lineboro, Churchville, Dublin, Pylesville, High Rock, Woodbine and Westminster shall be 40.6¢ per cwt. (3 1/2¢ per gallon) less than the F.O.B. Baltimore, Md., prices on all classes of milk.
7. All milk delivered in any month shall be paid for not later than the 15th of the following month, and according to the average butterfat test, as reported by an approved neutral laboratory or in the case of another state,

in accordance with the laws of that state. The cost of this testing shall be borne by the "Contracting Distributors".

8. All milk over and above that quantity purchased by the "Contracting Distributors" and produced in the "Baltimore Milk Production Area" is to be handled under an Adjustment Plan, as now established, by the Maryland State Dairymen's Association, and to be established by such other organization approved by the "Secretary".

9. Secondary distributing markets may have different percentages than the Baltimore Terminal Market and such secondary markets may have other terminal charges in proportion to the Baltimore Terminal charge, all subject to conference between the "Contracting Producers" and the "Contracting Distributors" and subject to the approval of the "Secretary".

10. THIS ADJUSTMENT PLAN ESTABLISHES AND PROVIDES:

- (a) That each dealer shall pay each producer, from whom he receives milk, for the monthly amounts received of Class 1, Class 2 and Class 3, in accordance with the "Rules for Control of Basic Production" at the respective monthly Class 1, Class 2 and Class 3 prices.
- (b) That each dealer or distributor who receives Class 1, Class 2 and Class 3 milk from a producer shall account to that producer at the respective prices for Class 1 milk and Class 2 milk, and the monthly price set for Class 3 milk, and said dealer or distributor shall then pay into the "Adjustment Fund" or shall receive from the "Adjustment Fund" (as the case may be) so established, the difference in price between the Class 1, Class 2 and Class 3 prices paid the producer and the prices of Class 1 and Class 2 milk according to how the milk was used as established by this plan.
- (c) A dealer or distributor shall not use Class 2 milk as Class 1 nor Class 3 milk as Class 1 or Class 2 unless he accounts and pays into the "Adjustment Fund" the amount due it, not later than the 15th of the month following.
- (d) A small distributor who produces part or all of the milk he distributes in the "Baltimore Metropolitan Sales Area" shall have all the benefits, privileges and immunities of the dealer or distributor, who produces none of the milk he distributes, and said small producing distributor shall be governed by all the provisions in this Agreement.
- (e) CREAMERY CHARGE: The rate charged by creamery operators is 4¢ per gallon - but the amount deducted from the producer who delivers to Creamery is 3 1/2¢ per gallon. This difference of 1/2¢ per gallon is to be paid the Creamery operator out of the "Adjustment Fund".

11. METHOD OF ACCOUNTING THRU THE "ADJUSTMENT FUND" BETWEEN MARYLAND STATE DAIRYMEN'S ASSOCIATION, INC., AND A DEALER OR DISTRIBUTOR AS AGENT FOR MARYLAND STATE DAIRYMEN'S ASSOCIATION, INC. OF MILK HANDLED AND MANUFACTURED FOR MARYLAND STATE DAIRYMEN'S ASSOCIATION, INC.

- (a) All milk handled as Agent for Maryland State Dairymen's Association, Inc. is to be manufactured and sold as 40% cream and is to be accounted for as follows:
- (b) For every 40-quart can of 40% cream from Class 3 milk sold in the "Baltimore Metropolitan Sales Area", the Agent must account for 100 gallons of milk at the following rate:
- (c) TO ESTABLISH THE VALUE OF 1 GALLON OF 4% MILK F.O.B. BALTIMORE, take the F.O.B. Creamery Net Selling Price to the Large Ice Cream Dealers in Baltimore of every 40-quart can of 40% cream sold, add \$2.00 and divide by 100.
- (d) For every 40-quart can 40% cream from Class 3 milk sold outside of the "Baltimore Metropolitan Sales Area", the Agent must account for 100 gallons of milk at the following rate:
- (e) TO ESTABLISH THE VALUE OF ONE GALLON OF 4% MILK F.O.B. BALTIMORE, take the F.O.B. CREAMERY AVERAGE NET SELLING PRICE OF ALL 40-QUART CANS OF 40% CREAM SOLD, add \$2.00 and divide by 100.
- (f) Cream inventories the last day of each month shall be accounted for at the average price of all milk handled for the Maryland State Dairymen's Association, Inc. in that month and shall be adjusted the following month to accord with the prevailing price in the following month.

TO ESTABLISH THE AGENT'S AMOUNT TO BE ADJUSTED THRU THE
"ADJUSTMENT FUND"

- (g) Multiply by 100 the total cans of cream from Class 3 milk sold in the "Baltimore Metropolitan Sales Area" by the price per gallon established in paragraph (c) above.
- (h) Multiply by 100, the total cans of cream from Class 3 milk sold outside the "Baltimore Metropolitan Sales Area" by the price established in paragraph (d) above.
- (i) Add the amounts in dollars obtained in (g) and (h) making the necessary inventory adjustments in paragraph (f) above.
- (j) Determine the total gallons of milk handled for the Maryland State Dairymen's Association, Inc., the total value of this milk and the rate per gallon.
- (k) The difference between the amount in value arrived at by this method and the sum of the values of (the several amounts in gallons by classes, equal to the total gallons above) times the respective class price for 4% milk F.O.B. BALTIMORE, will determine the credit or debit to be made thru the "Adjustment Fund".

THIS ACCOUNTING AS AGENT SHALL BE ACCOUNTED FOR BY THE 20th DAY OF THE MONTH FOLLOWING.

EXHIBIT "B"RULES FOR CONTROL OF CLASSES 1 AND 2

1. For the purpose of this Agreement the terms classes 1 and 2 as used in respect to any producer shall be the quantity of milk recorded as such, respectively, in the files of the Maryland State Dairymen's Association, Inc., (on an equitable basis as approved by the "Secretary") except that in respect to those producers who sell milk within the "Baltimore Milk Production Area", who are not members of the Maryland State Dairymen's Association, Inc., and who have no such established Class 1 and Class 2 allocations; such producer shall be allotted a Class 1 and Class 2 by the local representative of the "Secretary", upon a basis which will be equitable as compared with the established Class 1 and Class 2 of all other producers delivering to "Contracting Distributors"; and, except that new producers, if any, shall be allowed from the time they start shipping to October 1st, of that year, the percentage of each Class that market conditions warrant.
2. From October 1st to December 31st, inclusive, of their first year, during which period they will establish definite Class 1 and Class 2 accounts, their percentage of Class 1 and Class 2 will be increased during that period, as market conditions warrant.
3. At the end of this three month period all milk over the individual established Class 1 and Class 2 quantities will be Class 3 milk.
4. Producers having an established basis, whose shipments during October, November and December, of each year, do not average their established Class 1 monthly amount, shall be credited, the following year, with the actual average of Class 1 shipped in those months.
5. Class 1 and Class 2 amounts may be transferred to another party only by the sale and transfer of the entire herd. The owner of Class 1 and Class 2 amounts may move his herd to another farm in the "Baltimore Milk Shed" and retain his Class 1 and Class 2 amounts.

EXHIBIT "C"

July 1, 1933.

RETAIL PRICE				
<u>MILK</u>	<u>QTS.</u>	<u>PTS.</u>	<u>1/2 PTS.</u>	
Milk .....	.11	.07		
Special Milk, such as				
"Gold Seal", etc., on higher B.F. ....	.13	.08		
Chocolate Milk.....	.13	.08		.05
Buttermilk.....	.09	.06		.
Buttermilk (Creamed).....	.11	.07		
<u>CREAM</u>	<u>QTS.</u>	<u>PTS.</u>	<u>1/2 PTS.</u>	<u>1/4 PTS.</u>
40% Cream.....	.85		.25	.14
30% Cream.....	.70		.20	.11
20% Cream.....	.50		.15	.09
Sour Cream.....			.15	

<u>COTTAGE CHEESE</u>		<u>12 oz. Cartons</u>	
Cottage Cheese.....		.12	

STORE PRICE (RESALE) BOTTLES ONLY

<u>MILK</u>		<u>QTS.</u>	<u>PTS.</u>	<u>1/2 PTS.</u>
Milk.....		.10	.06	-
Special Milk, such as				
"Gold Seal", etc. ....		.12	.07	-
Buttermilk.....		.08	.05	-
Chocolate Milk.....		.12	.07	.03 1/2

<u>CREAM</u>		<u>QTS.</u>	<u>PTS.</u>	<u>1/2</u>	<u>PTS.</u>	<u>1/4</u>	<u>PTS.</u>
40% Cream.....		.80	-		.23		.13
30% Cream .....		.65	-		.18		.10
20% Cream.....		.45	-		.13		.08
Sour Cream.....		-	-		.13		-

<u>COTTAGE CHEESE</u>		<u>12 oz. Cartons</u>	<u>10 lb. Cartons</u>
Cottage Cheese.....		.10	.80

EXHIBIT "C" (Continued)

HOTELS, HOSPITALS, RESTAURANTS, DRUG STORES AND SCHOOLS USE (BOTTLES)

MILK

	<u>QTS.</u>	<u>PTS.</u>	<u>1/2 PTS.</u>
Milk.....	.10	.06	.03 1/2
Special.....	.12	.07	.04
Buttermilk.....	.08	.05	.03 1/2
Chocolate Milk.....	.12	.07	.03 1/2

CREAM (QUARTS AND PINTS ONLY)

	<u>QTS.</u>	<u>PTS.</u>
40% Cream.....	.65	.35
30% Cream.....	.55	.30
20% Cream.....	.40	.25

(BULK)

NOT LESS THAN TWO GALLONS

MILK

	<u>GALLONS</u>
Milk .....	.32
Buttermilk .....	.20

CREAM

	<u>GALLONS</u>
40% Cream	\$2.12
30% Cream	1.72
20% Cream	1.25
Sour Cream	1.25 - Special 1 Gallon Can \$1.35

COTTAGE CHEESE

	<u>12 oz. Cartons</u>	<u>10 lb. Cartons</u>	<u>Tubs (40#) per lb.</u>
Cottage Cheese .....	.10	.80	.06

EXHIBIT "C" (Continued)

CODE CONTROLLING DISTRIBUTION

THE "Contracting Distributors" severally agree to the following Code controlling selling prices.

(RETAIL)

NO method or device shall be permitted whereby milk is sold or offered for sale at a price less than that stated in this schedule, whether by any discount, rebate, free service or advertising allowance or a combined price for such milk together with another commodity where sold or offered for sale, separately or otherwise, except that a dealer may give, in soliciting trade, not more than one sample container to any one household, not already a customer, free of charge in any one month.

(WHOLESALE)

NO method or device shall be permitted whereby milk is sold or offered for sale at a price less than that stated in this schedule, whether by any discount, rebate, free service or advertising allowance, or a combined price for such milk together with another commodity where sold or offered for sale separately or otherwise.

THE "Contracting Distributors" further agree that the code of Fair Trade Practices which are incorporated by the by-laws of the Dairy Service Bureau, Incorporated, will be observed by all signatories of this Agreement.

- A. Statements unsupported by fact and statements of a harmful nature based on rumors, respecting a competitor's products, selling prices, method of conducting business, financial or personal standing shall not be spoken, written or circulated.
- B. A milk distributor who has by his energy and skill established a milk route is entitled to serve the customers on such route. Any employee whose employment is severed from such milk distributor for any cause whatsoever, and who thereafter enters the employ of another milk distributor shall not be allowed to serve or solicit in that territory formerly served by him on behalf of the new employer until after six months have elapsed. In such seasonal territories such as shores and summer resorts, the period covered by this practice shall be extended to one year.
- C. In order that health regulations may be rigidly adhered to, no dairy products shall be exchanged or accepted for credit on any day after the day of delivery at stores or other wholesale stops.
- D. All rebating practices are discriminatory and unjust, and are not allowed. These practices include the donation of merchandise. The donation of milk and dairy products shall be limited in quantity in each instance to samples, strictly recognized within the industry as such.
- E. In order that health regulations may be rigidly adhered to, cans shall not be used for the delivery of milk to private homes.

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UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION

MARKETING AGREEMENT SERIES -- AGREEMENT No. 9
LICENSE SERIES -- LICENSE NO. 6

MARKETING AGREEMENT AND LICENSE FOR

MILK

BALTIMORE AREA

Together with the following appendix

MILK REGULATIONS

Approved and executed by the Secretary of Agriculture
September 25, 1933. Effective date, September 29, 1933
(12:01 a.m., Eastern Standard Time)

MARKETING AGREEMENT FOR MILK

Baltimore Production Area

I

As used in this agreement, the following words and phrases shall be defined as follows:

A. "Fluid Milk" means milk, cream, or any other of the articles listed in Exhibit C, which are sold for consumption in the Baltimore Sales Area.

B. "Contracting Producer" means Maryland State Dairymen's Association, Inc. (a nonprofit corporation organized and existing under the laws of the State of Maryland) and such producers and associations of producers of milk in the Baltimore Production Area sold for consumption as fluid milk in the Baltimore Sales Area or sold through manufacturing agents (irrespective of whether any such party performs any of the services set forth in Definition C) as may become parties signatory hereto according to the terms hereof.

C. "Contracting Distributor" means any of the following persons engaged in the business of handling fluid milk (irrespective of whether any such person is also a producer of milk) as may become parties signatory hereto according to the terms hereof:

- (a) Pasteurizers, bottlers, or other processors of fluid milk.
- (b) Persons distributing fluid milk at wholesale or retain (1) to hotels, restaurants, stores, or other establishments for consumption on the premises, (2) to stores or other establishments for resale or (3) to consumers.
- (c) Persons operating stores or other establishments selling fluid milk at retail for consumption on or off the premises.

D. "Baltimore Sales Area" means the territory including the City of Baltimore, Maryland, lying within the following boundary lines and all towns through which such boundary lines pass: Beginning at a point on the west shore of the Susquehanna River where the Maryland-Pennsylvania line crosses; thence west along the Maryland-Pennsylvania State line to Lineboro, to a point where the Maryland-Pennsylvania State line intersects the highway leading from Lineboro to Melrose; thence along highways to Melrose to Manchester to Westminster to Ridgeville to Damascus to Mullinix to Laytonsville to Olney to Sandy Spring to Cloverly to White Oak to Burtonsville to Lgurel to Hicks Mills to Collington to Priest Bridge to Marlboro to Green Oak to the northern shore of West River, thence following the northern shore of West River to the west shore of Chesapeake Bay; thence along west short of Chesapeake Bay and west shore of the Susquehanna River to the point of beginning.

E. "Baltimore Production Area" means:

(1) All of the territory in the states of Maryland and Pennsylvania bounded as follows:

Beginning at a point on the west shore of the Susquehanna River, where the bridge of the Pennsylvania Railroad crosses the said river at Havre de Grace; thence following the west bank of the Susquehanna River to the town of Peach Bottom, Pennsylvania, at a point where the road from Peach Bottom, Pennsylvania to Airville, Pennsylvania, intersects the Susquehanna River, thence on said road through Airville, Pennsylvania, to the cross roads one mile north; thence from said cross roads northwesterly on the country road to Laurel, Pennsylvania; thence to Base Cross Roads; thence on road to Stewartstown, Pennsylvania, to Orwig, Pennsylvania, to Shrewsbury, Pennsylvania, to a point where the road from Orwig intersects the line of the railroad leading from Glen Rock; thence along said railroad through Glen Rock to Hanover Junction, Pennsylvania, where said railroad intersects the Western Maryland Railroad; thence along the Western Maryland Railroad to Porters Siding, Pennsylvania, to Hanover, Pennsylvania, where said railroad intersects the state road leading to Littlestown, Pennsylvania, thence along said state road to Littlestown, Pennsylvania, to where said road intersects the road leading to Taneytown, Maryland; thence along said Taneytown road to its intersection with the Maryland-Pennsylvania state line; thence west along said state line to the intersection of said state line with Highway U. S. No. 15, near the town of Fairplay; thence south on Highway U. S. 15, through Emmitsburg, Maryland, to Thurmont, Maryland; thence along direct roads to Creagers-town to Woodsboro to Liberty Town to New London to New Market to Monrovia to Damascus to Etchison to Unity to Brighton to Highland to Fulton to Scaggsville to a point in Scaggsville, where the road leading from Fulton intersects the Columbia Pike; thence along the Columbia Pike to Ellicott City, to a point in Ellicott City where the Columbia Pike joins the Frederick Road; thence along the Frederick Road to where said road crosses the Patapsco River; thence along the south shore of the Patapsco River to a point on said river where it is crossed by the Annapolis Boulevard, thence along the Annapolis Boulevard south to Glen Burnie; thence along the Crain Highway to Upper Marlboro to the point where the Crain Highway intersects the road leading to Drury; thence along roads to Drury, Green Oak, Shady Side, to a point where the Green Oak-Shady Side road reaches the west side of the Chesapeake Bay; thence following the west shore of the Chesapeake Bay and the Susquehanna River, to the point of beginning.

(2) Those farms outside the above described territory, the occupiers of which have permits from the Baltimore City Health Department on the effective date of this agreement but only so long as said occupiers, their heirs and personal representatives retain said permits in respect to said farms.

F. "Class 1 Sales" means sales by Contracting Distributors of whole milk in bulk or in bottles, wholesale or retail, except milk sold for manufacture into milk products other than fluid milk.

G. "Class 2 Sales" means all other sales of fluid milk.

H. "Class 3 Sales" means milk converted into 40% cream by manufacturing agents (as defined in Exhibit B).

I. "Dairy Council" means the Maryland Dairy Council, Inc. (a nonprofit corporation organized and existing under the laws of the State of Maryland).

J. "Secretary" means the Secretary of Agriculture of the United States.

K. "Act" means the Agricultural Adjustment Act approved May 12, 1933, as amended.

L. "Person" means individual, partnership, corporation, association, or any other business unit.

II

The parties to this agreement are the Contracting Producers, the Contracting Distributors, and the Secretary.

Whereas, pursuant to the Act, the parties hereto, for the purpose of correcting the conditions now obtaining in the marketing of fluid milk in the Baltimore Sales Area desire to enter into a marketing Agreement under the provisions of Section 8 (2) of the Act, and

Whereas, Maryland State Dairymen's Association, Inc., markets more than 75% of the milk distributed and consumed in the Baltimore Sales Area as fluid milk and represents that it has corporate power and authority to enter into this agreement, and

Whereas, the Contracting Distributors signing this agreement distribute more than 75% of the fluid milk distributed in the Baltimore Sales Area, which fluid milk comprises substantially all of the milk marketed by the Maryland State Dairymen's Association, Inc., and

Whereas, the marketing of milk produced for distribution in the Baltimore Sales Area and the distribution thereof are in both the current of interstate commerce and the current of intrastate commerce, which are inextricably intermingled,

III

Now, therefore, the parties hereto agree as follows:

(1) The schedule governing the prices at which, and the terms and conditions under which, milk shall be sold by the Contracting

Producers and/or purchased by the Contracting Distributors, shall be that set forth in Exhibit A, which is attached hereto and made a part hereof. Such schedule may be changed by agreement between the Contracting Producers and the Contracting Distributors, provided that such changes shall become effective only upon written approval of the Secretary. Payments to Dairy Council made pursuant to paragraph 5 hereof and payments to Maryland State Dairy-men's Association, Inc., made pursuant to membership agreements, shall, respectively, be deemed part of the price paid to producers.

(2) The plan governing the marketing of milk shall be that set forth in Exhibit B, which is attached hereto and made a part hereof. Such marketing plan may be modified by agreement between the Contracting Producers and the Contracting Distributors, provided that such modifications shall become effective only upon the written approval of the Secretary.

(3) The Contracting Distributors agree that they shall not purchase from or distribute milk of any producer or association of producers (except milk sold as certified milk) unless such producer or association of producers agree to participate in the marketing plan set forth in Exhibit B and authorizes the Contracting Distributors to make payment in accordance with such marketing plan.

(4) The schedule governing the prices at which, and the terms and conditions under which, fluid milk shall be distributed and sold by Contracting Distributors shall be that set forth in Exhibit C, which is attached hereto and made a part hereof. Such schedule may be changed by agreement between the Contracting Producers and the Contracting Distributors, provided that such changes shall become effective only upon the written approval of the Secretary.

(5) The Contracting Distributors agree that they shall not purchase milk (except milk sold as certified milk) from any producer not a member of the Maryland State Dairy-men's Association, Inc., unless such producer authorizes the purchasing Contracting Distributor to pay over to Dairy Council the same amount per cwt. of milk purchased which the members of the Maryland State Dairy-men's Association, Inc., are then authorizing the Contracting Distributors to pay over to the Maryland State Dairy-men's Association, Inc., on behalf of its members. The said purchasing Contracting Distributors shall simultaneously with making payment to such producer for milk purchased, make payments as aforesaid to Dairy Council. The sums so paid shall be kept as a separate fund by Dairy Council for the purpose of securing to said producers not members of the Maryland State Dairy-men's Association, Inc., advertising, educational, credit loss and other benefits similar to those which are secured by the members of the Maryland State Dairy-men's Association, Inc., by virtue of their like payments to the Maryland State Dairy-men's Association, Inc. The Contracting Producers and the Contracting Distributors undertake that Dairy Council shall disburse such funds for the purposes hereinabove provided and shall keep separate books and records in form satisfactory to the Secretary pertaining to such funds, which

said books and records shall be subject to the examination of the Secretary during the usual hours of business and that Dairy Council shall from time to time furnish to the Secretary such information as the Secretary may require.

(a) Each Contracting Distributor agrees to pay over to Dairy Council, on the 15th day of each month 1/10¢ per gallon on all Class I Sales made during the preceding month, for the maintenance of its advertising, educational and similar functions.

(6) The Contracting Distributors agree that they will purchase all the milk (provided it meets all the health requirements provided for in this agreement) tendered by all producers within the Baltimore Production Area who have established bases.

(7) All producers of milk not members of the Maryland State Dairymen's Association, Inc., shall be permitted to become members of the Maryland State Dairymen's Association, Inc., or any other association of producers which may become party hereto, on an equal basis with the existing members similarly circumstanced.

(8) The Contracting Producers and the Contracting Distributors shall severally maintain systems of accounting which shall accurately reflect the true account and condition of their respective businesses. Their respective books and records shall, during the usual hours of business, be subject to the examination of the Secretary to assist him in the furtherance of his duties with respect to this agreement, including verification by the Secretary of the information furnished on the forms hereinafter referred to. The Contracting Producers and Contracting Distributors shall severally, from time to time, furnish information to the Secretary on and in accordance with forms to be supplied by him. All information obtained by or furnished to the Secretary pursuant to this agreement and pursuant to Exhibit B shall remain the confidential information of the Secretary, and shall not be disclosed by him except upon lawful demand made by the President, by either House of the Congress or any committee thereof, or by any court. The Secretary, however, may combine and publish the information obtained from Contracting Producers and/or Contracting Distributors in the form of general statistical studies or data. The Secretary shall issue rules and regulations and prescribe penalties to be imposed in the event of any violations of the confidences or trust imposed hereby.

(9) The standards governing the production, receiving, transportation, processing, bottling, and distribution of milk shall be those required by the laws and regulations of the states, and the ordinances, rules and regulations of the municipalities, where it is produced and where it is sold.

(10) The Rules of Fair Practices, set forth in Exhibit D, which is attached hereto and made a part hereof, shall be the Rules of Fair Practices for the Baltimore Sales Area.

(11) This agreement shall become effective at such time as the Secretary may declare above his signature attached hereto, and this agreement

shall continue in force until the last day of the month following the aforesaid effective date, and thereafter from month to month, except that:

(a) The Secretary may at any time terminate this agreement by giving notice by means of a press release or in any other manner which the Secretary may determine.

(b) The Secretary may, for good cause shown, at any time terminate this Agreement as to any party signatory hereto, by giving notice in writing by registered mail and addressed to such party at the address of such party on file with the Secretary.

(c) The Secretary shall terminate this Agreement upon the request of 75% of the Contracting Producers or 75% of the Contracting Distributors, such percentage to be measured by the volume of milk marketed or distributed respectively, by giving notice in the same manner as provided in subdivision (a) above.

(d) This agreement shall in any event terminate whenever the provisions of the Act authorizing it shall cease to be in effect.

(12) The Contracting Producers and the Contracting Distributors shall use their best efforts to assure the observance of the terms and conditions of this agreement by such producers and distributors. Subject to such regulations as the Secretary may prescribe, the Contracting Producers and the Contracting Distributors shall establish such agency or agencies as are necessary to (a) receive complaints as to violations by any Contracting Producer or Contracting Distributor of the terms or conditions of this agreement, (b) adjust disputes arising under this agreement between Contracting producers and/or Contracting Distributors; (c) make findings of fact which may be published, (d) issue warnings to such persons, and (e) take such lawful measures as may be appropriate, and such agency or agencies if it or they deem it necessary shall report its or their findings and action with respect thereto to the Secretary for appropriate proceedings under the Act.

(13) This agreement may be executed in multiple counterparts which, when signed by the Secretary, shall constitute, taken together one and the same instrument as if all such signatures were contained in one original.

(14) After this agreement first takes effect any producer or association of producers of milk for consumption as fluid milk or for conversion into 40% cream, or any distributor of fluid milk or any manufacturing agent, may become a party to this agreement if a counterpart thereof is executed by him and by the Secretary. The agreement shall take effect as to such producer, association of producers, distributor, or manufacturing agent, at such time as the Secretary may declare above his signature attached to such counterpart and the benefits, privileges, and immunities conferred by this agreement shall then be effective as to such party.

(15) The Contracting Distributors hereby apply for and consent to licensing by the Secretary, subject to Milk Regulations, Agricultural Adjustment Administration, Series 1, prescribed by the Secretary and approved by the President, and not otherwise.

(16) The benefits, privileges and immunities conferred by virtue of this agreement shall cease upon its termination and the benefits, privileges and immunities conferred by virtue of this agreement upon any party signatory hereto shall cease upon its termination as to such party, except with respect to acts done prior thereto.

(17) The Secretary shall have the right to name any person to act as his agent in connection with any of the provisions herein to be performed by the Secretary.

(18) Nothing herein contained shall be construed in derogation of the rights of the Secretary to exercise any powers granted him by the Act, and in accordance with such powers, to act in the premises whenever he shall deem it advisable.

(19) During the first 30 days in which this agreement is in effect the schedule of prices established in Exhibit C shall be maintained, unless because of competitive conditions, a majority of the Contracting Distributors acting collectively (measured by volume of fluid milk distributed) determines that the prices in such schedule should be reduced. In such event such majority shall establish, for the remainder of such 30-day period, a schedule of reduced prices as the schedule effective during this period. Such reduction shall not effect the schedule of prices to be paid to producers, set forth in Exhibit A, during this 30-day period, nor the schedule established in Exhibit C thereafter.

IV

In witness whereof the Contracting Producers and the Contracting Distributors acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations herein contained and not otherwise, have hereunto set their respective hands and seals.

Maryland State Dairymen's Association, Inc., I. W. Heaps,
Sec. & Treas.; Western Maryland Dairy Corporation,
Roy S. Jackson, 1st Vice President; Biemiller Dairy,
C. Taylor Linthicum; Surrey Farms Dairy, Chas. R.
Bauer; The Annapolis Dairy Products Co., F. M. Lazenby,
Pres.; The H. E. Koontz Creamery, Inc., H. E. Koontz,
Jr., Pres.; Cloverland Farms Dairy, Irving B. Kemp.

Whereas, it is provided by Section 8 of the Agricultural Adjustment Act, approved May 12, 1933 as amended, as follows:

Sec. 8. In order to effectuate the declared policy, the Secretary of Agriculture shall have power --

(2) To enter into marketing agreements with processors, associations of producers, and others engaged in the handling, in the current of interstate or foreign commerce of any agricultural commodity or product thereof, after due notice and opportunity for hearing to interested parties. The making of any such agreement shall not be held to be in violation of any of the antitrust laws of the United States, and any such agreement shall be deemed to be lawful: Provided, That no such agreement shall remain in force after the termination of this Act; and

Whereas, due notice and opportunity for hearing to interested parties has been given pursuant to provisions of the Act, and the regulations issued thereunder; and

Whereas, it appears after due consideration that this is a marketing agreement between the Secretary and persons engaged in the handling of milk and its products within the meaning of said section in the current of interstate commerce; and

Whereas, it appears after due consideration that the aforesaid marketing agreement will tend to effectuate the policy of Congress set forth in Section 2 of the Act in that such marketing Agreement will

(a) establish and maintain such balance between the production of milk in the Baltimore Production Area and consumption of such milk and its products in the Baltimore Sales Area, and such marketing conditions therefor as will reestablish prices to the producers thereof at a level that will give such agricultural commodity a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of such agricultural commodity in the base period as defined in Section 2 of the Act; and

(b) approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is possible in view of the current consumptive demand in domestic and foreign markets; and

(c) Protect the consumer's interest by retaining the production of such agricultural commodity at such level as will not increase the percentage of the consumer's ^{cost}/_{retail} for such agricultural commodity or products derived therefrom which was returned to the farmer above the percentage which was returned to the farmer in the prewar period August 1909-July 1914; and

Whereas, I herewith give notice that--

(1) The terms and conditions of this agreement are agreed to as reasonable only in the light of conditions now prevailing in the Baltimore Production Area and are not to be regarded as precedents for marketing agreements for other milk sheds or for future marketing agreements for the Baltimore Production Area; and

(2) The Secretary reserves the privilege of approving a blanket marketing agreement, pursuant to Section 8 (2) of the Act, for all milk sheds, which blanket marketing agreement may make specific modifications for any particular designated milk shed to conform to the conditions then prevailing in such milk shed.

Now, therefore, I, Henry A. Wallace, the Secretary of Agriculture acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise do hereby execute this agreement under my hand and the official seal of the Department of Agriculture, in the City of Washington, District of Columbia, on this 25th day of September 1933; and pursuant to the provisions hereof, I declare this agreement to be effective on and after 12:01 a.m. Eastern Standard Time, September 29, 1933.

HENRY A. WALLACE,
Secretary of Agriculture.

EXHIBITS TO AGREEMENT

EXHIBIT A

Prices to be Paid Producers

As used in this exhibit, "Class 1 milk", "Class 2 Milk", and "Class 3 milk" means the milk for which each producer is to be paid in accordance with paragraphs 1, 2, and 3, article B, of Exhibit B.

As used in this exhibit, "F.O.B. Baltimore" means delivery at the Contracting Distributor's plant or at the railroad station or siding at which the Contracting Distributor accepts delivery, provided that any such place of delivery is within 20 miles of Baltimore City Hall.

1. Contracting Distributors shall pay producers for milk delivered at the following prices:

(a) Class 1 milk.-- The price F.O.B. Baltimore for milk of 4% butterfat content shall be \$2.61 per cwt. (22 1/2¢ per gallon).

(b) Class 2 milk.-- The price F.O.B. Baltimore for milk of 4% butterfat content shall be \$1.97 per cwt. (17¢ per gallon).

(c) Class 3 milk.-- The price F.O.B. Baltimore for milk of 4% butterfat content shall be that arrived at pursuant to the provisions of paragraph 3 (c), Article B, of Exhibit B.

(d) The foregoing prices shall be subject to a butterfat differential of 4.64¢ per cwt. (0.4¢ per gallon) per 1/10 of 1% butterfat content above or below 4%.

2. The foregoing prices shall be subject to the following adjustments:

(a) An adjustment charge of 5.8¢ per cwt. (1/2¢ per gallon) shall be deducted and paid into the adjustment fund (as defined in Exhibit B) for all milk shipped direct to Contracting Distributors who hold milk plant permits issued by the City of Baltimore.

(b) 40.6¢ per cwt. (3 1/2¢ per gallon) shall be deducted for all milk delivered to any Contracting Distributor at a plant located at least 20 miles from Baltimore City Hall, exclusive of Annapolis, Md.

(c) 34.8¢ per cwt. (3¢ per gallon) shall be deducted for all milk delivered to any Contracting Distributor whose plant is located at Annapolis, Md.. All transportation charges shall be borne by such Contracting Distributor.

(d) 40.6¢ per cwt. (3 1/2¢ per gallon) shall be deducted for all milk delivered to creameries located at Detour, Mt. Airy, Motters, New Windsor, Tanaytown, Union Bridge, Unionville, Brodbeck, Fowblesburg, Lineboro, Churchville, Dublin, Pylesville, High Rock, Woodbine, and Westminster (or to any other creamery located at least twenty miles from Baltimore City Hall, exclusive of the creamery located at Annapolis). In addition to such deduction, creamery operators shall receive out of the adjustment fund 1/2¢ per gallon for all milk so delivered.

(3) Payment by Contracting Distributors for all milk received in any month shall be made not later than the 15th of the following month.

4. Average butterfat tests of all milk received in the State of Maryland shall be made by laboratories approved by both Contracting Producers and Contracting Distributors. Average butterfat tests of all milk received in the State of Pennsylvania, shall be made in accordance with the laws of that state. The purchasing Contracting Distributor shall pay all testing charges.

5. No Contracting Distributor shall purchase milk or cream at less than the wholesale prices set forth in Exhibit C, from any producer who, himself or through any other distributor except a manufacturing agent, distributes milk or cream which, in whole or in part, is produced by such producer. No Contracting Distributor who sells milk or cream produced by himself shall also sell milk or cream produced by any other producer.

EXHIBIT B

Marketing Plan

As used in this exhibit, the words "producers" and "distributors" mean both Contracting Producers and Contracting Distributors, respectively as defined in the Agreement and also Producers and Distributors, respectively as defined in the License issued by the Secretary of even date with the Agreement.

As used in this exhibit "manufacturing agent" means any distributor (without limiting the definition of "Contracting Distributor" as used in the Agreement) who manufactures Class 3 milk into 40% cream for the account of producers.

As used in this exhibit, "adjustment fund" means the fund into which distributors (whether in their capacity of distributors or manufacturing agents) shall make the payments provided for in this exhibit.

Producers who distribute only milk produced by themselves and who sell no part thereof to distributors except at the wholesale prices set forth in Exhibit C shall not be subject to the provisions of this exhibit.

A. Method of Establishing Production Quantities-- 1. The Class 1 established quantities of producers who delivered milk during at least two of the three months of October, November and December, 1931, and also during at least two of the three months of October, November, and December, 1932, shall be, for members of Maryland State Dairymen's Association, Inc., the basic quantity of milk now recorded for such producers in the files of Maryland State Dairymen's Association, Inc. Inasmuch as the average Class I established quantity of members of Maryland State Dairymen's Association, Inc., is 68% the Class I established quantity for nonmembers of Maryland State Dairymen's Association, Inc., shall be 68% of their respective average monthly deliveries during such of the stated months as they made deliveries.

2. The Class I established quantities of producers who delivered milk during at least two of the three months of October, November, and December, 1932, but who did not deliver milk during at least two of the three months of October, November and December 1931, shall be, for members of Maryland State Dairymen's Association, Inc., the basic quantity of milk now recorded for such producers in the files of Maryland State Dairymen's Association, Inc., inasmuch as the average Class I established quantity of members of Maryland State Dairymen's Association, Inc., is 40%, the Class I established quantity for nonmembers of Maryland State Dairymen's Association, Inc., shall be 40% of their respective average monthly deliveries during such of the stated months as they made deliveries.

3. The Class 2 established quantity of each producer referred to in paragraph 1 shall be equal to 35% of his Class 1 established quantity, and the Class 2 established quantity of each producer referred to in paragraph 2 shall be equal to 25% of his Class 1 established quantity.

4. The monthly Class 1 established quantity of each producer, whether a member of Maryland State Dairymen's Association, Inc., or not, who commenced to deliver milk during the period from November 2, 1932, to the effective date of the Agreement, shall be, for each month during the period from September 1, 1933, to December 31, 1933, 40% of his respective monthly deliveries, and the monthly Class 2 established quantity of each such producer during said period shall be 25% of his respective monthly deliveries. On and after January 1, 1934, the Class 1 established quantity of each such producer shall be 40% of his average monthly deliveries during the period from October 1, 1933, to December 31, 1933, and the Class 2 established quantity of each such producer shall be 25% of his Class 1 established quantity.

5. Any new producer (the term "new producer" as used in this exhibit means any producer who commences to sell milk within the Baltimore Sales Area after the effective date of the Agreement) will be allowed to establish established quantities as hereinbefore provided, and to sell milk on the basis of such established quantities, only if such new producer first obtains a certificate of necessity (stating that marketing conditions permit the issuance thereof) from Dairy Council entitling him to established quantities and to sell milk pursuant to same, by making due written application to Dairy Council upon a form supplied by Dairy Council. In the event that any such new producer is denied a certificate of necessity after having made such written application to Dairy Council, he shall have the right of immediate appeal to the Secretary in a manner to be determined by the Secretary.

6. In the event that a certificate of necessity is issued to any new producer, his monthly Class 1 established quantity shall be 25% of his respective monthly deliveries and his monthly Class 2 established quantity shall be 35% of his respective monthly deliveries until his established quantities shall be fixed pursuant to paragraph 7.

7. On and after the first day of any January following the first period from October 1, to December 31 during which a new producer makes deliveries, his Class 1 established quantity shall be 40% of his average monthly deliveries during such period, and his Class 2 established quantity shall be 25% of his Class 1 established quantity.

8. Any producer whose average monthly deliveries for such months as he makes deliveries during October, November, and December of any year, are less than his Class 1 established quantity, shall have commencing with the following calendar year a Class 1 established quantity equal to such average monthly deliveries. The Class 2 established quantity of such producer shall then be the same percentage of his Class 1 established quantity as it was during the preceding year.

9. The fixing of established quantities for producers shall be made by the Maryland State Dairymen's Association, Inc., for its members and by Dairy Council for other producers.

10. Established quantities may be transferred only by the sale and transfer of the entire herd; provided, that the purchaser does not already have established quantities. If, however, a producer who has established quantities buys the entire herd of another producer who also has established quantities, the purchaser may, if he so elects, drop his own established quantities and adopt instead the established quantities of such other producer.

11. The owner of established quantities may move his herd to another farm in the Baltimore Production Area and retain his established quantities.

B. Method of Payment -- Each producer shall be paid for all milk delivered on the basis of total monthly Class 1 sales, Class 2 sales and Class 3 sales.

1. Each producer shall be paid for Class 1 milk the same proportion of his Class 1 established quantity which the total monthly Class 1 sales of all distributors bear to the total Class 1 established quantities of all producers.

2. Each producer shall be paid for Class 2 milk the same proportion of his Class 2 established quantity which the total monthly Class 2 sales of all distributors bear to the total Class 2 established quantities of all producers.

3. All deliveries of milk in excess of Class 1 milk and Class 2 milk shall be paid for as Class 3 milk.

(a) Each manufacturing agent shall, on or before the 20th day of each month, render statements to Maryland State Dairymen's Association, Inc., and Dairy Council, jointly, of all the milk manufactured into 40% cream during the preceding month.

(b) Each manufacturing agent shall, on the last day of each month, render statements to Maryland State Dairymen's Association, Inc., and Dairy Council, jointly, of the number of 10-gallon cans of 40% cream manufactured during such month and not sold during such month.

(1) For each such 10-gallon can of 40% cream, the adjustment fund shall be credited for 100 gallons of 4% milk at the average net selling price of 40% cream, f.o.b. creamery, during such month, less all processing taxes, plus \$2 for each 10-gallon can, and shall be debited on the first day of the following month with the same amount.

(c) Each manufacturing agent shall, on the 25th day of each month, furnish to Maryland State Dairymen's Association, Inc. and Dairy Council, jointly, a fair approximation of the average price for all Class 3 milk manufactured into 40% cream and sold, or to be sold, by him during the current month. Maryland State Dairymen's Association, Inc. and Dairy Council, jointly, shall consolidate such average prices, and after making the adjustments provided for in paragraphs 2 (a) and 2 (d) of Exhibit A, shall establish an approximate average price (to be adjusted the following month) to be paid for Class 3 milk. Maryland State Dairymen's Association, Inc. and Dairy Council shall, on or before the last day of such month, notify all distributors of such price.

4. For the purpose of determining the amount of Class 1 milk and Class 2 milk delivered by each producer, Maryland State Dairymen's Association, Inc. and Dairy Council, jointly, shall determine the percentages to be applied against the Class 1 and Class 2 established quantities, respectively, of such producer.

C. Adjustment Fund -- 1. The adjustment fund shall be administered by a committee of three members (hereinafter called the "Committee"), one to be designated by Contracting Producers marketing more than 50% by volume of fluid milk, one to be designated by Contracting Distributors distributing more than 50% by volume of fluid milk, and one to be designated by the President of the University of Maryland. All designations shall be in writing delivered to the Secretary and each designation must meet with the approval of the Secretary. Any member of the Committee may be removed, with or without cause, in the same manner as he was appointed.

2. The Committee shall have power to employ such accountants, clerks and assistants as may be necessary to perform its duties, and to incur such other expenses as may be reasonably necessary. The Committee shall have power, through duly authorized agents, to make such examination of the books and records of the Contracting Producers and the Contracting Distributors as may be reasonable and necessary for the due administration of the adjustment fund. All information thus obtained shall remain the confidential information of the Committee except as provided herein and except to the Secretary upon request. The Committee may, however, combine and publish the information obtained from Contracting Producers, and/or Contracting Distributors in the form of statistical studies or data and shall, upon request, furnish to any Contracting Producer or Contracting Distributor a copy of the information obtained from the books and records of the requesting party.

3. The Committee shall be empowered to make proper payments from the adjustment fund and to enforce any payments due to the adjustment fund.

4. Any action which the Committee is empowered to take may be taken by a majority of the Committee as then constituted.

5. In the event that the payments to producers by any distributor shall be less than the total payments which would have been made by such distributor for fluid milk distributed by him, the Committee shall compute the difference, making due allowance for the adjustments as provided in paragraphs 2 (a) and 2 (d) of Exhibit A, and shall notify the distributor of the amount of such difference. The distributor shall forthwith upon receipt of such notifications pay the same into the adjustment fund.

6. In the event that the payments to producers by any distributor shall be greater than the total payments which would have been made by such distributor for fluid milk distributed by him, the Committee shall compute the excess, making due allowance for the adjustments provided for in paragraphs 2 (a) and 2 (d) of Exhibit A. The Committee shall forthwith distribute among such distributors the payments received by the Committee under paragraphs 5 and 7 pro rata, in accordance with the amount of such excesses.

7. (a) For each 10-gallon can of 40% cream manufactured and sold by each manufacturing agent during any month, the adjustment fund shall be credited, on or before the 20th day of the following month, for 100 gallons of 4% milk at the average net selling price of 40% cream f.o.b. creamery, less all processing taxes and plus \$2.00 for each 10-gallon can.

(b) The adjustment fund shall be debited (subject to the provisions of paragraphs 5 and 6) on or before the 20th day of each month for all payments made by each manufacturing agent (qua distributor) to producers during the preceding month.

(c) The Committee shall compute the differences between the debits and credits specified in (a) and (b) and shall notify each manufacturing agent of the amount of such difference. The difference shall be paid forthwith by the respective manufacturing agents into the adjustment fund, or by the adjustment fund to the respective manufacturing agents, as the case may be.

8. The expense of operating the adjustment fund shall be borne by the Maryland State Dairymen's Association, Inc. and Dairy Council in proportion to the established quantities of all members of the Maryland State Dairymen's Association, Inc. and of all nonmembers of Maryland State Dairymen's Association, Inc., respectively.

EXHIBIT C

Price Schedule for Contracting Distributors' Sales

(a) Sales of the following articles in the Baltimore Sales Area shall be at the prices hereinafter in this exhibit set forth.

(b) Sales of raw milk between Contracting Distributors who purchase any part of their milk from producers may not be made at less than the Class 1 price.

(c) It shall not be deemed a violation of the Agreement to add to the selling price of any article hereinafter in this exhibit specified, any sales of occupational taxes imposed by the laws of any state if permitted by such laws, but any such additions shall be uniform as to all Contracting Distributors.

(d) The Contracting Distributors may sell to any public unemployment relief agency or to the Family Welfare Association, Associated Jewish Charities, Catholic Charities or Salvation Army at less than the following prices:

Wholesale Prices

	Retail price from wagons and stores	To stores (for resale)	To hotels hospitals, restaur- ants, drug stores, schools
Milk:			
Gallons	-----	-----	0.32
Quarts	0.11	0.10	.10
Pints	.07	.06	.06
1/2 pints	-----	-----	.03 1/2
Special Milk:			
Quarts	.13	.12	.12
Pints	.08	.07	.07
1/2 pints	-----	-----	.04
Chocolate Milk:			
Quarts	.13	.12	.12
Pints	.08	.07	.07
1/2 pints	.05	.03 1/2	.03 1/2
Buttermilk:			
Gallons	-----	-----	.20
Quarts	.09	.08	.08
Pints	.06	.05	.05
1/2 pints	-----	-----	.03 1/2
Buttermilk (creamed):			
Quarts	.11	-----	-----
Pints	.07	-----	-----
20% cream:			
Gallons	-----	-----	1.25
Quarts	.50	.45	.40
Pints	-----	-----	.25
1/2 pints	.15	.13	-----
1/4 pints	.09	.08	-----
30% cream:			
Gallons	-----	-----	1.72
Quarts	.70	.65	.55
Pints	-----	-----	.30
1/2 pints	.20	.18	-----
1/4 pints	.11	.10	-----
40% cream:			
Gallons	-----	-----	2.12
Quarts	.85	.80	.65
Pints	-----	-----	.35
1/2 pints	.25	.23	-----
1/4 pints	.14	.13	-----
Sour cream:			
Gallons	-----	-----	1.25
1/2 pints	.15	.13	-----
Gallons (special)	-----	-----	1.35

Wholesale Prices

	Retail price from wagons and stores	To stores (for resale)	To hotels, hospitals, restaurants, drug stores, schools
Cottage cheese:			
12-ounce package	.12	.10	.10
10-pound package	----	.80	.80
40-pound tub	----	----	2.40
Creamed cottage cheese:			
8-ounce glass	.12	.10	----
Raw bulk milk: (In 40- quart cans to wholesale ice cream dealers).	Class 2 price (4% butterfat) plus 10%.		

The prices in column 2 (to Stores for Resale) are below the retail prices and stores shall not resell at less than the retail prices in column 1.

Pasteurized Bulk Milk shall only be sold in wholesale units for not less than 2 gallons and shall not be delivered to private homes in any quantities

EXHIBIT D

Rules of Fair Practices

The following practices are unfair and shall not be engaged in by Contracting Distributors or by their officers, employees, or agents:

1. Any method or device whereby fluid milk is sold or offered for sale at a price less than that stated in the Agreement, whether by any discount, rebate, free service, merchandise, advertising allowance, credit for fluid milk returned later than the day of delivery, loans or credit outside the usual course of business, or other valuable considerations, or combined price for such milk, together with another commodity sold or offered for sale (whether separately or otherwise), or whereby a subsidy is given for either business or information or assistance in procuring business, provided that a Contracting Distributor may give no more than one sample bottle a month to any prospective customer.

2. To place a salesman on a route which, within six months previously (or, in the case of seasonal territories one year previously), he had covered in whole or in part for any other Contracting Distributor.

LICENSE FOR MILK

Baltimore Production Area

I

As used in this license, the following words and phrases shall be defined as follows:

A. "Fluid Milk" means milk, cream, or any other of the articles listed in Exhibit C, which are sold for consumption in the Baltimore Sales Area.

B. "Producer" means any producer or association of producers of milk produced in the Baltimore Production Area and sold either for consumption as fluid milk in the Baltimore Sales Area or through manufacturing agents, irrespective of whether any such producer is also a distributor of fluid milk.

C. "Distributor" means any of the following persons engaged in the business of handling fluid milk, irrespective of whether any such person is also a producer of milk:

(a) Pasteurizers, bottlers, or other processors of fluid milk.

(b) Persons distributing fluid milk at wholesale or retail, (1) to hotels, restaurants, stores, or other establishments for consumption on the premises, (2) to stores or other establishments for resale, or (3) to consumers.

(c) Persons operating stores or other establishments selling fluid milk at retail for consumption on or off the premises.

D. "Baltimore Sales Area" means the territory including the City of Baltimore, Maryland, lying within the following boundary lines and all towns through which such boundary lines pass: Beginning at a point on the west shore of the Susquehanna River where the Maryland-Pennsylvania line crosses; thence west along the Maryland-Pennsylvania State line to Lineboro, to a point where the Maryland-Pennsylvania State line intersects the highway leading from Lineboro to Melrose; thence along highways to Melrose to Manchester to Westminster to Ridgeville to Damascus to Mollinex to Laytonsville to Olney to Sandy Spring to Cloverly to White Oak to Burtonsville to Laurel to Hicks Mills to Collington to Priest Bridge to Marlboro to Green Oak to the northern shore of West River, thence following the northern shore of West River to the west shore of Chesapeake Bay; thence along west shore of Chesapeake Bay and west shore of the Susquehanna River to the point of beginning.

E. "Baltimore Production Area" means:

1. All of the territory in the states of Maryland and Pennsylvania bounded as follows:

Beginning at a point on the west shore of the Susquehanna River, where the bridge of the Pennsylvania Railroad crosses the said river at Havre de Grace; thence following the west bank of the Susquehanna River to the town of Peach Bottom, Pennsylvania, at a point where the road from Peach Bottom, Pennsylvania, to Airville, Pennsylvania, intersects the Susquehanna River, thence on said road through Airville, Pennsylvania, to the cross roads one mile north; thence from said cross roads northwesterly on the country road to Laurel, Pennsylvania; thence to Base Cross Roads; thence on road to Stewartstown, Pennsylvania, to Orwig, Pennsylvania, to Shrewsbury, Pennsylvania, to a point where the road from Orwig intersects the line of the railroad leading from Glen Rock; thence along said railroad through Glen Rock to Hanover Junction, Pennsylvania, where said railroad intersects the Western Maryland Railroad; thence along the Western Maryland Railroad to Porters Siding, Pennsylvania, to Hanover, Pennsylvania, where said railroad intersects the state road leading to Littlestown, Pennsylvania, thence along the said state road to Littlestown, Pennsylvania, to where said road intersects the road leading to Taneytown, Maryland; thence along said Taneytown road to its intersection with the Maryland-Pennsylvania state line; thence west along said state line to the intersection of said state line with Highway U.S. no. 15, near the town of Fairplay; thence south on Highway U.S. 15 through Emmitsburg, Maryland, to Thurmont, Maryland; thence along direct roads to Greagerstown to Woodsboro to Liberty Town to New London to New Market to Monrovia to Damascus to Etchison to Unity to Brighton to Highland to Fulton to Scaggsville to a point in Scaggsville, where the road leading from Fulton intersects the Columbia Pike; thence along the Columbia Pike to Ellicott City, to a point in Ellicott City where the Columbia Pike joins the Frederick Road; thence along the Frederick Road to where said road crosses the Patapsco River; thence along the south shore of the Patapsco River to a point on said river where it is crossed by the Annapolis Boulevard; thence along the Annapolis Boulevard south to Glen Burnie; thence along the Crain Highway to Upper Marlboro to the point where the Crain Highway intersects the road leading to Drury; thence along roads to Drury, Green Oak, Shady Side, to a point where the Green Oak-Shady Side road reaches the west side of the Chesapeake Bay; thence following the west shore of the Chesapeake Bay and the Susquehanna River to the point of beginning.

2. Those farms outside the above-described territory, the occupiers of which have permits from the Baltimore City Health Department on the effective date of this agreement but only so long as said occupiers, their heirs and personal representatives retain said permits in respect of said farms.

F. "Class 1 Sales" means sales by distributors of whole milk in bulk or in bottles, wholesale or retail, except milk sold for manufacture into milk products other than fluid milk.

G. "Class 2 Sales" means all other sales of fluid milk.

H. "Class 3 Sales" means milk converted into 40% cream by manufacturing agents (as defined in Exhibit B).

I. "Dairy Council" means the Maryland Dairy Council, Inc., (a nonprofit corporation organized and existing under the laws of the State of Maryland).

J. "Secretary" means the Secretary of Agriculture of the United States.

K. "Act" means the Agricultural Adjustment Act approved May 12, 1933, as amended.

L. "Person" means individual, partnership, corporation, association, or any other business unit.

II

Whereas, it is provided by section 8 of the Act as follows:

SEC. 8. In order to effectuate the declared policy the Secretary of Agriculture shall have power--

(3) To issue licenses permitting processors, associations of producers, and others to engage in the handling, in the current of interstate or foreign commerce, of any agricultural commodity or product thereof, or any competing commodity or product thereof. Such licenses shall be subject to such terms and conditions not in conflict with existing acts of Congress or regulations pursuant thereto as may be necessary to eliminate unfair practices or charges that prevent or tend to prevent the effectuation of the declared policy and the restoration of normal economic conditions in the marketing of such commodities or products thereof and the financing thereof * * *

(4) To require any licensee under this section to furnish such reports as to quantities of agricultural commodities or products thereof bought and sold and the prices thereof, and as to trade practices and charges, and to keep such systems of accounts as may be necessary for the purpose of part 2 of this title: and

Whereas, by virtue of the authority vested in the Secretary by the act, the Secretary, with the approval of the President, has issued regulations entitled "Milk Regulations, Agricultural Adjustment Administration, Series 1"; and

Whereas, pursuant to said act and to said regulations, the Secretary has determined that it is necessary to issue licenses in order to eliminate unfair practices or charges that prevent or tend to prevent (1) the effectuation of the declared policy of said act with respect to milk and its products, and (2) the restoration of normal economic conditions in the marketing of such commodity and the financing thereof; and

Whereas, the Secretary, acting under the provisions of said act, for the purpose and within the limitations therein contained, after due notice and opportunity for hearing to interested parties given pursuant to the provisions of said act, and the regulations issued thereunder, and after due consideration, has, on the 25th day of September, 1933, executed under his hand and the official seal of the Department of Agriculture, a certain agreement entitled "Marketing Agreement for Milk--Baltimore Production Area", and

Whereas, the Secretary finds that the marketing of milk for distribution as fluid milk in the Baltimore sales area and the distribution of said fluid milk are in both the current of interstate commerce and the current of intrastate commerce, which are inextricably intermingled;

III

Now, therefore, the Secretary of Agriculture, acting under the authority vested in him as aforesaid,

Hereby licenses each and every Distributor of fluid milk for consumption in the Baltimore sales area to engage in the handling in the current of interstate or foreign commerce of said fluid milk subject to the following terms and conditions:

1. The schedule governing the prices at which, and the terms and conditions under which, milk shall be purchased by the Distributors, shall be that set forth in Exhibit A, which is attached hereto and made a part hereof. Payments to Dairy Council made pursuant to paragraph 5 hereof and payments to Maryland State Dairymen's Association, Inc., made pursuant to membership agreements, shall, respectively, be deemed part of the price paid to producers.
2. Every Distributor of fluid milk shall purchase and distribute milk in accordance with the terms and conditions set forth in the plan governing the marketing of milk set forth in Exhibit B, which is attached hereto and made a part hereof.
3. Every Distributor of fluid milk shall purchase milk from those producers only who have agreed to participate in the marketing plan set forth in Exhibit B and who have authorized such Distributor to make payment in accordance with such marketing plan.
4. The schedule governing the prices at which, and the terms and conditions under which, fluid milk shall be distributed and sold by Distributors shall be that set forth in Exhibit C, which is attached hereto and made a part hereof.
5. Distributors shall not purchase milk (except milk sold as certified milk) from any producer not a member of the Maryland State Dairymen's Association, Inc., unless such producer authorizes the purchasing Distributor to pay over to Dairy Council the same amount per cwt. of milk purchased which the members of the Maryland State Dairymen's Association,

Inc., are then authorizing the distributors to pay over to the Maryland State Dairymen's Association, Inc., on behalf of its members. The said purchasing Distributors shall simultaneously with making payment to such producer for milk purchased, make payment as aforesaid to Dairy Council. The sums so paid shall be kept as a separate fund by Dairy Council for the purpose of securing to said producers not members of the Maryland State Dairymen's Association, Inc., advertising, educational, credit loss and other benefits similar to those which are secured by members of the Maryland State Dairymen's Association, Inc., by virtue of their like payments to the Maryland State Dairymen's Association, Inc. Every Distributor shall pay over to Dairy Council on the 15th day of each month one tenth of one cent ($1/10$ of 1ϕ) per gallon on all Class 1 Sales made during the preceding month, for the maintenance of its advertising, educational, and similar functions.

6. The Distributors shall severally maintain systems of accounting which shall accurately reflect the true account and condition of their respective businesses. Their respective books and records shall, during the usual hours of business, be subject to the examination of the Secretary to assist him in the furtherance of his duties with respect to this License including verification by the Secretary of the information furnished on the forms hereinafter referred to. The Distributors shall severally, from time to time, furnish information to the Secretary on and in accordance with forms to be supplied by him. All information obtained by or furnished to the Secretary pursuant to this agreement and pursuant to Exhibit B shall remain the confidential information of the Secretary, and shall not be disclosed by him except upon lawful demand made by the President, by either House of the Congress or any committee thereof, or by any court of competent jurisdiction. The Secretary, however, may combine and publish the information obtained from Distributors in the form of general statistical studies or data. The Secretary shall issue rules and regulations and prescribe penalties to be imposed in the event of any violations of the confidences or trust imposed hereby.

7. Every Distributor shall purchase for sale for consumption as fluid milk or distribute for consumption as fluid milk only such milk as complies with the standards governing the production, receiving, transportation, processing, bottling, and distribution of milk established pursuant to and in accordance with the laws and regulations of the states, and the ordinances, rules and regulations of the municipalities, where it is produced and where it is sold.

8. The rules of Fair Practices set forth in Exhibit D, which is attached hereto and made a part hereof, shall be the Rules of Fair Practices for the Baltimore Sales Area.

9. If any provision of this License is declared invalid or the applicability thereof to any person, circumstance, or thing is held invalid, the validity of the remainder of this License and/or applicability thereof to any other person, circumstance, or thing shall not be effected thereby.

10. This License shall take effect as to every Distributor upon the date set forth herein above the signature of the Secretary.

11. The Secretary herewith gives notice that:

(1) The terms and conditions of this License are hereby determined to be reasonable only in the light of conditions now prevailing in the Baltimore Production Area and are not to be regarded as a precedent for the issuance of licenses in connection with other milk sheds or for any future modification or suspension of this License; and

(2) The Secretary reserves the privilege of approving a blanket license, pursuant to Section 8 (3) of the Act, for all milk sheds, which blanket license may make specific modifications for any particular designated milk shed to conform to the conditions then prevailing in such specific milk shed.

12. Nothing herein contained shall be construed in derogation of the rights of the Secretary to exercise any powers granted him by the Act, and, in accordance with such powers, to act in the premises whenever he shall deem it advisable.

13. The Distributors shall purchase all the milk (provided it meets all the health requirements provided for in this License) produced by all producers within the Baltimore Production Area who have established bases.

In witness whereof, I Henry A. Wallace, Secretary of Agriculture, do hereby issue this License in the City of Washington, D.C. on this 25th day of September, 1933, and pursuant to the provisions hereof declare this license to be effective on and after 12:01 A.M. Eastern Standard Time September 29th, 1933.

H. A. Wallace,
Secretary of Agriculture.

EXHIBIT TO AGREEMENT

EXHIBIT A

Prices to Be Paid Producers

As used in this exhibit, "Class 1 milk", "Class 2 milk" and "Class 3 milk" means the milk for which each producer is to be paid in accordance with paragraphs 1, 2, and 3, Article B, of Exhibit B.

As used in this exhibit "F.O.B. Baltimore" means delivery at the Distributor's plant or at the railroad station or siding at which the Distributor accepts delivery, provided that any such place of delivery is within 20 miles of Baltimore City Hall.

1. Distributors shall pay producers for milk delivered at the following prices:

(a) Class 1 milk.-- The price F.O.B. Baltimore for milk of 4% butterfat content shall be \$2.61 per cwt (22 1/2¢ per gallon).

(b) Class 2 milk.-- The price F.O.B. Baltimore for milk of 4% butterfat content shall be \$1.97 per cwt (17¢ per gallon).

(c) Class 3 milk.-- The price F.O.B. Baltimore for milk of 4% butterfat content shall be that arrived at pursuant to the provisions of paragraph 3 (c) Article B, of Exhibit B.

(d) The foregoing prices shall be subject to a butterfat differential of 4.64¢ per cwt. (0.4¢ per gallon) per 1/10 of 1% butterfat content above or below 4%.

2. The foregoing prices shall be subject to the following adjustments:

(a) An adjustment charge of 5.8¢ per cwt (1/2¢ per gallon) shall be deducted and paid into the adjustment fund (as defined in Exhibit B) for all milk shipped direct to Distributors who hold milk-plant permits issued by the City of Baltimore.

(b) 40.6¢ per cwt. (3 1/2¢ per gallon) shall be deducted for all milk delivered to any Distributor at a plant located at least 20 miles from Baltimore City Hall, exclusive of Annapolis Md.

(c) 34.8¢ per cwt. (3¢ per gallon) shall be deducted for all milk delivered to any Distributor whose plant is located at Annapolis, Maryland. All transportation charges shall be borne by such Distributor.

(d) 40.6¢ per cwt. (3 1/2¢ per gallon) shall be deducted for all milk delivered to creameries located at Detour, Mt. Airy, Mooters, New Windsor, Taneytown, Union Bridge, Unionville, Brodback, Fawnlesburg, Lineboro, Churchville, Dublin, Pylesville, High Rock, Woodbine and Westminster (or to any other creamery located at least twenty miles from Baltimore

City Hall, exclusive of the creamery located at Annapolis). In addition to such deduction, creamery operators shall receive out of the adjustment fund 1/2¢ per gallon for all milk so delivered.

3. Payment by Distributors for all milk received in any month shall be made not later than the 15th day of the following month.

4. Average butterfat tests of all milk received in the State of Maryland shall be made by laboratories approved by both the delivering producer and the receiving Distributor. Average butterfat tests of all milk received in the State of Pennsylvania shall be made in accordance with the laws of that State. The receiving Distributor shall pay all testing charges.

5. No Distributor who sells milk or cream produced by himself shall also sell milk or cream produced by any other producer.

EXHIBIT B

Marketing Plan

As used in this exhibit, "manufacturing agent" means any Distributor who manufactures Class 3 milk into 40% cream for the account of producers.

As used in this exhibit, "adjustment fund" means the fund into which distributors shall make the payments provided for in this exhibit.

Producers who distribute only milk produced by themselves shall not be subject to the provisions of this exhibit.

A. Method of Establishing Production Quantities.--- 1. The Class 1 established quantities of producers who delivered milk during at least two of the three months of October, November and December, 1931, and also during the least two of the three months of October, November and December, 1932, shall be, for members of Maryland State Dairymen's Association, Inc., the basic quantity of milk now recorded for such producers in the files of Maryland State Dairymen's Association, Inc. Inasmuch as the average Class 1 established quantity of members of Maryland State Dairymen's Association, Inc. is 68%, the Class 1 established quantity for nonmembers of Maryland State Dairymen's Association, Inc., shall be 68% of their respective average monthly deliveries during such of the stated months as they made deliveries.

2. The Class 1 established quantities of producers who delivered milk during at least two of the three months of October, November, and December 1932, but who did not deliver milk during at least two of the three months of October, November, and December 1931, shall be, for members of Maryland State Dairymen's Association, Inc., the basic quantity of milk now recorded for such producers in the files of Maryland State Dairymen's Association, Inc. Inasmuch as the average Class 1 established quantity of members of Maryland State Dairymen's Association, Inc., is 40%, the class 1

established quantity of nonmembers of Maryland State Dairymen's Association, Inc., shall be 40% of their respective average monthly deliveries during such of the stated months as they made deliveries.

3. The Class 2 established quantity of each producer referred to in paragraph 1 shall be equal to 35% of his Class 1 established quantity, and the Class 2 established quantity of each producer referred to in paragraph 2 shall be equal to 25% of his Class 1 established quantity.

4. The monthly Class 1 established quantity of each producer, whether a member of Maryland State Dairymen's Association, Inc., or not, who commenced to deliver milk during the period from November 2, 1932, to the effective date of the license, shall be, for each month during the period from September 1, 1933, to December 31, 1933, 40% of his respective monthly deliveries, and the monthly Class 2 established quantity of each such producer during said period shall be 25% of his respective monthly deliveries. On and after January 1, 1934, the Class 1 established quantity of each such producer shall be 40% of his average monthly deliveries during the period from October 1, 1933, to December 31, 1933, and the Class 2 established quantity of each such producer shall be 25% of his Class 1 established quantity.

5. Any new producer (the term "new producer" as used in this exhibit means any producer who commences to sell milk within the Baltimore Sales Area after the effective date of the License) will be allowed to establish established quantities as hereinbefore provided, and to sell milk on the basis of such established quantities, only if such new producer first obtains a certificate of necessity (stating that marketing conditions permit the issuance thereof) from Dairy Council entitling him to established quantities and to sell milk pursuant to same, by making due written application to Dairy Council upon a form supplied by Dairy Council. In the event that any such new producer is denied a certificate of necessity after having made such written application to Dairy Council, he shall have the right of immediate appeal to the Secretary in a manner to be determined by the Secretary.

6. In the event that a certificate of necessity is issued to any new producer, his monthly Class 1 established quantity shall be 25% of his respective monthly deliveries and his monthly Class 2 established quantity shall be 35% of his respective monthly deliveries until his established quantities shall be fixed pursuant to paragraph 7.

7. On and after the first day of any January following the first period from October 1 to December 31, during which a new producer makes deliveries, his Class 1 established quantity shall be 40% of his average monthly deliveries during such period, and his Class 2 established quantity shall be 25% of his Class 1 established quantity.

8. Any producer whose average monthly deliveries for such months as he makes deliveries during October, November, and December of any year, are less than his Class 1 established quantity, shall have commencing

with the following calendar year a Class 1 established quantity equal to such average monthly deliveries. The Class 2 established quantity of such producer shall then be the same percentage of his Class 1 established quantity as it was during the preceding year.

9. The fixing of established quantities for producers shall be made by the Maryland State Dairymen's Association, Inc., for its members and by Dairy Council for other producers.

10. Established quantities may be transferred only by the sale and transfer of the entire herd; provided that the purchaser does not already have established quantities. If, however, a producer who has established quantities buys the entire herd of another producer who also has established quantities, the purchaser may, if he so elects, drop his own established quantities and adopt instead the established quantities of such other producer.

11. The owner of established quantities may move his herd to another farm in the Baltimore Production Area and retain his established quantities.

B. Method of Payment.— Each producer shall be paid for all milk delivered on the basis of total monthly Class 1 sales, Class 2 sales and Class 3 sales.

1. Each producer shall be paid for Class 1 milk the same proportion of his Class 1 established quantity which the total monthly Class 1 sales of all Distributors bear to the total Class 1 established quantities of all producers.

2. Each producer shall be paid for Class 2 milk the same proportion of his Class 2 established quantity which the total monthly Class 2 sales of all distributors bear to the total Class 2 established quantities of all producers.

3. All deliveries of milk in excess of Class 1 milk and Class 2 milk shall be paid for as Class 3 milk.

(a) Each manufacturing agent shall, on or before the 20th day of each month, render statements to Maryland State Dairymen's Association, Inc., and Dairy Council, jointly, of all the milk manufactured into 40% cream during the preceding month.

(b) Each manufacturing agent shall, on the last day of each month, render statements of Maryland State Dairymen's Association, Inc. and Dairy Council, jointly, of the number of 10 gallon cans of 40% cream manufactured during such month and not sold during such month.

(1) For each such 10 gallon can of 40% cream, the adjustment fund shall be credited for 100 gallons

of 4% milk at the average net selling price of 40% cream, f.o.b. creamery, during such month, less all processing taxes, plus \$2 for each 10 gallon can, and shall be debited on the first day of the following month with the same amount.

(c) Each manufacturing agent shall, on the 25th day of each month, furnish to Maryland State Dairymen's Association, Inc. and Dairy Council, jointly, a fair approximation of the average price for all Class 3 milk manufactured into 40% cream and sold, or to be sold, by him during the current month. Maryland State Dairymen's Association, Inc. and Dairy Council, jointly, shall consolidate such average prices, and after making the adjustments provided for in paragraphs 2 (a) and 2 (d) of Exhibit A, shall establish an approximate average price (to be adjusted the following month) to be paid for Class 3 milk. Maryland State Dairymen's Association, Inc. and Dairy Council shall, on or before the last day of such month, notify all distributors of such price.

4. For the purpose of determining the amount of Class 1 milk and Class 2 milk delivered by each producer, Maryland State Dairymen's Association, Inc. and Dairy Council, jointly, shall determine the percentages to be applied against the Class 1 and Class 2 established quantities, respectively, of such producer.

C. Adjustment Fund. -- 1. The adjustment fund shall be administered by a committee of three members (hereinafter called the "Committee"), established pursuant to the provisions of Article C of Exhibit B of the "Marketing Agreement for Milk -- Baltimore Production Area," of even date herewith.

2. The Committee shall have power to employ such accountants, clerks and assistants as may be necessary to perform its duties, and to incur such other expenses as may be reasonably necessary. The Committee shall have power, through duly authorized agents, to make such examination of the books and records of the Distributors as may be reasonable and necessary for the due administration of the adjustment fund. All information thus obtained shall remain the confidential information of the Committee except as provided herein and except to the Secretary upon request. The Committee may, however, combine and publish the information obtained from the Distributors in the form of statistical studies or data and shall, upon request, furnish to any Distributor a copy of the information obtained from the books and records of the requesting party.

3. The Committee shall be empowered to make proper payments from the adjustment fund and to enforce any payments due to the adjustment fund.

4. Any action which the Committee is empowered to take may be taken by a majority of the Committee as then constituted.

5. In the event that the payments to producers by any Distributor shall be less than the total payments which would have been made by such Distributor for fluid milk distributed by him, the Committee shall compute the difference, making due allowance for the adjustments as provided in paragraphs 2 (a) and 2 (d) of Exhibit A, and shall notify the Distributor of the amount of such difference. The Distributor shall forthwith upon receipt of such notification pay the same into the adjustment fund.

6. In the event that the payments to producers by any Distributor shall be greater than the total payments which would have been made by such Distributor for fluid milk distributed by him, the Committee shall compute the excess, making due allowance for the adjustments provided for in paragraphs 2 (a) and 2 (d) of Exhibit A. The Committee shall forthwith distribute among such Distributors the payments received by the Committee under paragraphs 5 and 7 pro rata, in accordance with the amount of such excesses.

7. (a) For each 10 gallon can of 40% cream manufactured and sold by each manufacturing agent during any month, the adjustment fund shall be credited, on or before the 20th day of the following month, for 100 gallons of 4% milk at the average net selling price of 40% cream, f.o.b. creamery, less all processing taxes and plus \$2.00 for each 10 gallon can.

(b) The adjustment fund shall be debited (subject to the provisions of paragraphs 5 and 6) on or before the 20th day of each month for all payments made by each manufacturing agent (qua distributor) to producers during the preceding month.

(c) The Committee shall compute the differences between the debits and credits specified in (a) and (b) and shall notify each manufacturing agent of the amount of such difference. The difference shall be paid forthwith by the respective manufacturing agents into the adjustment fund, or by the adjustment fund to the respective manufacturing agents, as the case may be.

EXHIBIT C

Price Schedule for Distributors' Sales

(a) Sales of the following articles in the Baltimore Sales Area shall be at not more than the prices hereinafter in this article set forth.

(b) It shall not be deemed a violation of the License to add to the selling price of any article hereinafter in this exhibit specified, any sales or occupational taxes imposed by the laws of any state if permitted, by such laws, but any such additions shall be uniform as to all Distributors, in accordance with such regulations as the Secretary may prescribe not in conflict with local law.

(c) Distributors may sell to any public unemployment relief agency or to the Family Welfare Association, Associated Jewish Charities, Catholic Charities or Salvation Army at less than the following prices:

Wholesale Prices

	Retail price from wagons and stores	To stores (for resale)	To hotels, hospitals, restaurants, drug stores, schools
Milk:			
Gallons	----	----	0.32
Quarts	0.11	0.10	.10
Pints	.07	.06	.04
1/2 pints	----	----	.03 1/2
Special milk:			
Quarts	.13	.12	.12
Pints	.08	.07	.07
1/2 pints	----	----	.04
Chocolate Milk:			
Quarts	.13	.12	.12
Pints	.08	.07	.07
1/2 pints	.05	.03 1/2	.03 1/2
Buttermilk:			
Gallons	----	----	.20
Quarts	.09	.08	.08
Pints	.06	.05	.05
1/2 pints	----	----	.03 1/2
Buttermilk (creamed):			
Quarts	.11	----	----
Pints	.07	----	----
20% cream:			
Gallons	----	----	1.25
Quarts	.50	.45	.40
Pints	----	----	.25
1/2 pints	.15	.13	----
1/4 pints	.09	.08	----
30% cream:			
Gallons	----	----	1.72
Quarts	.70	.65	.55
Pints	----	----	.30
1/2 pints	.20	.18	----
1/4 pints	.11	.10	----
40% cream:			
Gallons	----	----	2.12
Quarts	.85	.80	.65
Pints	----	----	.35
1/2 pints	.25	.23	----
1/4 pints	.14	.13	----

Wholesale Prices

	Retail price from wagons and stores	To stores (for resale)	To hotels, hospitals, restaurants, drug stores schools
Sour cream:			
Gallons	----	----	1.25
1/2 pints	.15	.13	----
Gallons (special)	----	----	1.35
Cottage cheese:			
12-ounce package	.12	.10	.10
10-pound package	----	.80	.80
40-pound tub	----	----	2.40
Creamed cottage cheese:			
8-ounce glass	.12	.10	----
Raw bulk milk (in 40- quart cans to whole- sale ice-cream dealers).		Class 2 price: (4% butterfat) plus 10%.	

Pasteurized bulk milk shall only be sold in wholesale units of not less than 2 gallons and shall not be delivered to private homes in any quantities.

EXHIBIT D

Rules of Fair Practices

The following practices are unfair and shall not be engaged in by Distributors or by their officers, employees, or agents:

1. Any method or device whereby a subsidy is given for either business or information or assistance in procuring business, provided that a Distributor may give no more than one sample bottle a month to any prospective customer.

2. To place a salesman on a route which, within six months previously (or, in the case of seasonal territories, one year previously), he had covered in whole or in part for any other Distributor.

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Adjustment Administration
Washington, D.C.

Art. III, Sec. 300, as amended, of General Regulations, Series 3)

GENERAL REGULATIONS MADE BY THE SECRETARY OF AGRICULTURE WITH THE APPROVAL
OF THE PRESIDENT UNDER THE AGRICULTURAL ADJUSTMENT ACT, May 12, 1933,
AS AMENDED

United States Department of Agriculture,
Office of the Secretary.

By virtue of the authority vested in the Secretary of Agriculture by the Agricultural Adjustment Act, approved May 12, 1933, as amended, I, HENRY A. WALLACE, Secretary of Agriculture, do make, prescribe, publish, and give notice of the following amendment to General Regulations, Series 3, striking out article III, "MODIFICATION OF LICENSES", section 300, and inserting in lieu thereof the following article III, "MODIFICATION OF LICENSES", section 300, to be in force and effect until amended or superseded by regulations or amendments thereto hereafter made by the Secretary of Agriculture with the approval of the President under said Act.

IN TESTIMONY WHEREOF I have hereunto
set my hand and caused the official seal
of the Department of Agriculture to be
affixed in the city of Washington this
29th day of August 1933.

Approved



The President of the United States.

H. A. Wallace
Secretary of Agriculture.

August 30, 1933.

Article III -- Modification of Licenses

Sec. 300. If any person licensed under the Act, or any person affected by such license, considers himself aggrieved by any term or condition of such license, or by the operation or effect thereof upon his business, such person may file with the Secretary a written application for modification thereof, setting forth the grounds therefor, and thereafter, the Secretary shall, when it appears to the Secretary from the face of the complaint that it is not without merit, give due notice to all interested parties and set the complaint down for a hearing before the Secretary, or such officer or employee of the Department as he may designate for the purpose, and the Secretary shall take such lawful action thereon as he deems necessary to, carry out the provisions of the Act. The Secretary, with or without complaint, may institute appropriate proceedings to consider the question of modification of any license, or consider the same in any proceeding for revocation or suspension thereof.

Issued January 1934

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Adjustment Administration

(General Regulations, Series 4, Revision 1)

GENERAL REGULATIONS MADE BY THE SECRETARY OF AGRICULTURE WITH THE APPROVAL
OF THE PRESIDENT UNDER THE AGRICULTURAL ADJUSTMENT ACT, MAY 12, 1933, AS
AMENDED

UNITED STATES DEPARTMENT OF AGRICULTURE
Office of the Secretary.

By virtue of the authority vested in the Secretary of Agriculture by the Agricultural Adjustment Act, approved May 12, 1933, as amended, I, HENRY A. WALLACE, Secretary of Agriculture, do make, prescribe, publish, and give public notice of the following regulations with the force and effect of law (constituting a revision of and superseding General Regulations, Series 4, approved by the Secretary August 16, 1933; and constituting a revision of and superseding article III, section 300, as amended, of General Regulations, Series 3; and superseding Milk Regulations, Series I, approved July 22, 1933, by the Secretary), to be in force and effect until amended or superseded by regulations hereafter made by the Secretary of Agriculture with the approval of the President under said Act.

IN TESTIMONY WHEREOF I have hereunto set my
hand and caused the official seal of the De-
partment of Agriculture to be affixed in the
city of Washington this 3d day of January 1934.

H. Wallace
Secretary of Agriculture.

Approved:

Franklin D. Roosevelt

President of the United States.

January 3, 1934.

31314-34.

ARTICLE I. DEFINITIONS

Sec. 100.¹ As used in these regulations:

(a) The term "act" means the Agricultural Adjustment Act, approved May 12, 1933, as amended.

(b) The term "person" means an individual, corporation, partnership, unincorporated association, or any other business unit.

(c) The term "Secretary" means the Secretary of Agriculture of the United States.

(d) The term "license" means any license issued by the Secretary pursuant to section 8 (3) of the act.

(e) The term "licensee" means any person licensed by the Secretary pursuant to section 8 (3) of the act and under these regulations.

(f) The term "commodity" means any agricultural commodity, or product thereof, or any competing commodity or product thereof as defined by the act.

(g) The term "handling" means processing, distributing, storing, and/or dealing in any manner in the current of interstate or foreign commerce with any commodity as "commodity" is defined herein.

ARTICLE II. REGULATIONS SUPERSEDED OR REVISED HEREBY

SEC. 200. These regulations constitute a revision of and supersede General Regulations, Series 4, approved by the Secretary, August 16, 1933, pertaining to licenses.

SEC. 201. These regulations also constitute a revision of and supersede article III, section 300, as amended, of General Regulations, Series 3.

SEC. 202. These regulations supersede Milk Regulations, Series 1, approved July 22, 1933, by the Secretary, relating to licenses and certificates.

ARTICLE III. LICENSES

SEC. 300. Issuance of licenses.-- A license may be issued by the Secretary pursuant to section 8 (3) of the act to a person or a class or classes of persons engaged in handling any commodity. A class may embrace one or more persons. Where a license is issued to a class or classes, the description and definition of such class or classes shall be specifically stated in such license. The definition and description of such class or

1. Sections of these regulations are numbered decimally according to the corresponding numbers of the articles. Thus, the first section of the first article is sec. 100; the first section of the second article is sec. 200, etc.

classes shall rest in the sole discretion of the Secretary, but shall be based upon the nature of business, kind of commodity, method of handling, area of operation and number of persons engaged in handling and any other factors deemed relevant by the Secretary to effectuate the declared policy of the act. Where the license is to a class or classes it shall cover every person embraced within the class described in such license at the time the license first becomes effective and every person who may thereafter during the effective period of the license become engaged in such a business as to bring him within the class described in such license. The license shall authorize and permit the persons covered by it to engage in handling the commodity or commodities, described in the license, subject to the terms and conditions of the license.

SEC. 301. Effective date of license.--The license shall become effective on such date as the Secretary may determine.

SEC. 302. Notice of issuance of license.--(a) Public notice of the issuance of any license issued pursuant to these regulations shall be given at least three (3) days prior to the effective date thereof, (1) by posting a copy of the license in a conspicuous place in the main building of the Department of Agriculture, in Washington, D.C., (2) by issuing press releases relating to said license, which shall give the title of the license, date of its approval, and the date of the same is to become effective, and information as to where copies of the license may be obtained, and (3) by making available in the office of the chief hearing clerk of the Secretary copies of such press releases.

(b) The license when issued shall be filed as a public record in the office of the chief hearing clerk. Any person shall be entitled to copies of the license upon application to the chief hearing clerk and upon payment of the reasonable cost thereof.

(c) The Secretary may determine, in connection with any such notice, that an emergency requires a shorter period of notice, in which case the period of notice shall be that which the Secretary determines to be reasonable under the circumstances.

ARTICLE IV. AMENDING LICENSES

SEC. 400. Licenses may be amended.-- The Secretary may, from time to time, amend any existing license.

SEC. 401. Effective date of amendment to license.--Any such amendment to any license shall become effective on such date as the Secretary may determine.

SEC. 402. Notice of amendment to license.-- (a) The Secretary shall cause notice to be given of any amendment to any license in the same manner as is provided for giving notice of issuance of license in section 302 of these regulations.

(b) All amendments to any licenses shall be filed as public records in the office of the chief hearing clerk of the Secretary. Any person shall be

entitled to copies of any amendment to a license upon application to such chief hearing clerk and upon payment of the reasonable cost thereof.

(c) The Secretary may determine, in connection with any such notice, that an emergency requires a shorter period of notice in which case the period of notice shall be that which the Secretary determines to be reasonable under the circumstances.

ARTICLE V. WHEN LICENSE REQUIRED TO ENGAGE IN THE HANDLING OF COMMODITY

Sec. 500. Whenever the Secretary has issued, or hereafter shall issue, a license then, while said license is in effect, no person shall, in the territory covered by and in said license, engage in the handling of any commodity or commodities, described in such license, unless such person has been licensed in and by said license, contemporaneously with the date of said license or later, to engage in such handling of the commodity or commodities described in such license, or unless and until such person has been licensed by the Secretary by a subsequent license to so engage in such handling.

Sec. 501. Whenever the license of any person engaged in the handling of any commodity or commodities, described in such license, has been, or hereafter shall be, revoked or suspended by the order of the Secretary, pursuant to said section 8 (3) of the act, such person shall not engage in the handling of the commodity or commodities described in such license after the effective date of the revocation or (as the case may be) during the period of such suspension stated in the order of the Secretary suspending such license.

ARTICLE VI. APPLICATION FOR MODIFICATION OF LICENSES

SEC. 600. If any person licensed under this Act, or any person affected by such license, considers himself aggrieved by any term or condition of such license, or by the operation or effect thereof upon his business, such person may file with the Secretary a written application for modification thereof, setting forth the grounds therefor; and thereafter the Secretary shall, when it appears to the Secretary from the face of the complaint that it is not without merit, set the complaint down for a hearing.

Sec. 601. The hearing provided for by section 600 of these regulations shall be conducted by a presiding officer, who shall be the Secretary or such officer or employee of the Department as the Secretary may designate for the purpose. Any such designation may be made or revoked by the Secretary at any time before or during any hearing. Such hearing shall be conducted in the manner to be determined by the presiding officer as will best conduce to the proper dispatch of business and the attainment of justice. The presiding officer will at such hearing generally follow, as closely as possible insofar as the same may be applicable, the procedure provided for hearings relating to the revocation or suspension of licenses as provided in General Regulations, Series 3, article II, sections 209, 210, 211, 212 (b) 213, and 216.

Sec. 602. All orders, notices, findings, and formal documents requiring the signature of the Secretary under the provisions of these regulations may be signed in his name by such officer or employee of the Department as the Secretary may designate for the purpose, and any such designation may be made or revoked by the Secretary at any time before or during any proceeding: Provided, The order modifying any license shall be signed by the Secretary.

Sec. 603. Upon due application to the presiding officer prior to the rendering of a decision by the Secretary, the hearing may, in the discretion of the presiding officer, be reopened by him for the taking of additional testimony or the presentation of additional evidence.

Sec. 604. As soon as practicable after the conclusion of such hearing, the presiding officer shall make proposed findings of fact and shall report the same to the Secretary together with his recommendations and the record of the proceedings. The Secretary shall thereafter render his decision and shall enter an order modifying the license, if he so decides, or denying the application to modify the license. The order may contain findings of fact of the Secretary, and such order shall be filed in the office of the chief hearing clerk and shall there be available for public inspection.

Sec. 605. A hearing upon such application by a licensee, for modification of a license may, in the discretion of the Secretary, be held in connection with, and as a part of, proceedings brought for the revocation or suspension of such license pursuant to General Regulations, Series 3; in which case the "Proposed Findings of Fact and Recommendations," provided for by section 217 of General Regulations, Series 3, shall include findings of facts and recommendations relative to such application for modification of such license; and the Secretary shall take such action upon such application to modify as will, in the judgment of the Secretary, tend to effectuate the declared object of the Act.

ARTICLE VII. COURT PROCEEDINGS TO ENJOIN VIOLATIONS OF LICENSE--NOT
AFFECTED BY ARTICLE VI HEREOF OR ARTICLE II OF GENERAL REGULATIONS,
SERIES 3 (AS AMENDED)

Sec. 700. Nothing contained in any of the provisions of article VI of these regulations or article II of General Regulations, Series 3 (as amended) shall be construed in such a manner as to prevent, preclude or delay the Secretary or United States of America, or both, from instituting (either before or after (a) such application for the modification of a license has been made under article VI hereof or (b) revocation or suspension proceedings have been brought under article II of General Regulations, Series 3 (as amended)) appropriate court proceedings to enjoin violations of any license issued by the Secretary pursuant to section 8 (3) of the Agricultural Adjustment Act.

ARTICLE VIII. CERTIFICATES

SEC. 800. Any person licensed pursuant to these regulations may upon application in accordance with a form prescribed by the Secretary and upon payment of a fee of \$2 obtain a certificate evidencing the fact that the holder thereof is a licensee under these regulations; but the obtaining of such certificate shall not be necessary to constitute a person a licensee. The certificate shall be nontransferable, and shall be in

effect only so long as the license has not been suspended, revoked, or modified with respect to such licensee, and shall be surrendered for cancelation upon the suspension, revocation, or modification of the license with respect to such holder.

ARTICLE IX. PUBLIC NOTICE OF FOREGOING REGULATIONS -- HOW GIVEN

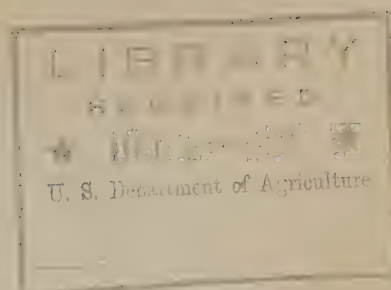
SEC. 900. Public notice of the foregoing regulations shall be given in the following manner:

(a) By posting a copy of these regulations on the official bulletin board or boards in the main building of the Department of Agriculture in Washington D.C.; and

(b) By issuing press releases containing copies of said regulations and by making available in the office of the Secretary copies of these regulations for the press; and

(c) By forwarding by mail copies of such regulations to the Governors of the several States of the United States and to the executive heads of the Territories of the United States.

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D. H. Ma
Baltimore



AMENDMENTS TO
MARKETING AGREEMENT
FOR MILK
BALTIMORE AREA

AMENDMENT NO. 1 OF MARKETING AGREEMENT FOR MILK - BALTIMORE AREA

1. The parties to this Amendment of the Marketing Agreement for Milk - Baltimore Area are the contracting producers, the contracting distributors and the Secretary of Agriculture of the United States.

WHEREAS, it is the declared policy of Congress, as set forth in Section 2 of the Agricultural Adjustment Act, approved May 12, 1933, as amended

- (1) to establish and maintain such balance between the production and consumption of agricultural commodities and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period; the base period in the case of all agricultural commodities except tobacco being the pre-war period, August 1909 - July 1914, and in the case of tobacco, the base period being the post-war period, August 1919 - July 1929;
- (2) to approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is deemed feasible in view of the current consumptive demand in domestic and foreign markets; and
- (3) to protect the consumers' interest by readjusting farm production at such level as will not increase the percentage of the consumers' retail expenditures for agricultural commodities, or products derived therefrom which is returned to the farmer, above the percentage which was returned to the farmer in the pre-war period August 1909 - July 1914; and

WHEREAS, it is understood that to effectuate such declared policy, the contracting producers shall receive a fair proportion of the financial benefits resulting to the contracting distributors from this Amendment to the said Marketing Agreement for Milk - Baltimore Area and acts done pursuant thereto until parity is achieved for the contracting producers, and that subject to the foregoing, at all times, efforts will be made by the contracting distributors to yield to the consumers a fair proportion of such financial benefits and savings; and

WHEREAS, pursuant to the Act, the parties hereto, for the purposes of correcting the conditions now obtaining in the marketing of fluid milk in the Baltimore Area, desire to amend the "Marketing Agreement for Milk - Baltimore Area", approved and executed by the Secretary of Agriculture September 22, 1933, in the manner herein set forth, NOW, THEREFORE, the parties hereto agree as follows:

1. That the aforesaid Marketing Agreement for Milk - Baltimore Area shall be amended by striking out all of the paragraph of said Agreement numbered "19", and by inserting in lieu thereof a new paragraph numbered "19" reading as follows:

19. During the first 60 days in which this agreement is in effect the schedule of prices established in Exhibit C shall be maintained, unless because of competitive conditions, a majority of the Contracting Distributors acting collectively (measured by volume of fluid milk distributed) determines that the prices in such schedule should be reduced. In such event such majority shall establish, for the remainder of such 60 day period, a schedule of reduced prices as the schedule effective during this period. Such reduction shall not affect the schedule of prices to be paid to producers, set forth in Exhibit A, during this 60 day period, nor the schedule established in Exhibit C thereafter.

2. Paragraph "19" as contained in said Marketing Agreement for Milk - Baltimore Area shall cease to be effective on and after the effective date of this Amendment.

3. This Amendment of the Marketing Agreement for Milk - Baltimore Area shall become effective at such time as the Secretary may declare above his signature attached hereto.

4. The provisions of the aforesaid Marketing Agreement except as amended by this Amendment shall continue to be in full force and effect.

IN WITNESS WHEREOF the contracting producers and the contracting distributors, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations herein contained, and not otherwise, have hereunto set their respective hands and seals.

WHEREAS, it appears, after due consideration, that the aforesaid marketing agreement, as amended, will tend to effectuate the policy of Congress set forth in Section 2 of the Act in that such marketing agreement, as amended, will:

(1) establish and maintain such balance between the production of milk in the Baltimore Area and the consumption of such milk and its products in the Baltimore Area and such marketing conditions therefor as will reestablish prices to the producers thereof at a level that will give such agricultural commodity a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of such agricultural commodity in the base period as defined in Section 2 of the Act; and

(2) approach such equality of purchasing power by gradual correction of the present inequalities herein at as rapid a rate as is possible in view of current consumptive demand in domestic and foreign markets; and

(3) to protect the consumers' interest by retaining the production of such agricultural commodity at such level as will not increase the percentage

of the consumers' retail cost for such agricultural commodity or product derived therefrom which was returned to the farmers above the percentage which was returned to the farmers in the pre-war period August 1909-July 1914.

NOW, THEREFORE, I, HENRY A. WALLACE, Secretary of Agriculture, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise, do hereby execute this Amendment amending the "Marketing Agreement for Milk - Baltimore Area", heretofore duly executed by me, under my hand and the official seal of the Department of Agriculture in the City of Washington, District of Columbia on this 30th day of October, 1933; and pursuant to the provisions thereof, I declare this Amendment to be effective on and after 12:01 a.m. eastern standard time, October 31, 1933.

(S) HENRY A. WALLACE
Secretary of Agriculture.

AMENDMENT NO. 2 OF MARKETING AGREEMENT FOR MILK - BALTIMORE AREA

1. The parties to this Amendment of the Marketing Agreement for Milk - Baltimore Area are the contracting producers, the contracting distributors, and the Secretary of Agriculture of the United States.

WHEREAS, it is the declared policy of Congress, as set forth in Section 2 of the Agricultural Adjustment Act, approved May 12, 1933, as amended

- (1) to establish and maintain such balance between the production and consumption of agricultural commodities and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period; the base period in the case of all agricultural commodities except tobacco being the pre-war period, August 1909 - July 1914, and in the case of tobacco, the base period being the post-war period, August 1919 - July 1920;
- (2) to approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is deemed feasible in view of the current consumptive demand in domestic and foreign markets; and
- (3) to protect the consumers' interest by readjusting farm production at such level as will not increase the percentage of the consumers' retail expenditures for agricultural commodities, or products derived therefrom which is returned to the farmer, above the percentage which was returned to the farmer in the pre-war period August 1909 - July 1914; and

WHEREAS, it is understood that to effectuate such declared policy, the contracting producers shall receive a fair proportion of the financial benefits resulting to the contracting distributors from this Amendment to the said Marketing Agreement for Milk - Baltimore Area and acts done pursuant thereto until parity is achieved for the contracting producers, and that subject to the foregoing, at all times, efforts will be made by the contracting distributors to yield to the consumers a fair proportion of such financial benefits and savings; and

WHEREAS, pursuant to the Act, the parties hereto, for the purposes of correcting the conditions now obtaining in the marketing of fluid milk in the Baltimore Sales Area, desire to amend the "Marketing Agreement for Milk - Baltimore Area", approved and executed by the Secretary of Agriculture September, 1933, in the manner herein set forth, NOW, THEREFORE, the parties hereto agree as follows:

1. That the aforesaid Marketing Agreement for Milk - Baltimore Area shall be amended by inserting an asterisk (*) to the left of the figure $.03\frac{1}{2}$ under the classification "Milk, $\frac{1}{2}$ pints" and by adding as a

second footnote to said Exhibit C the following:

* The price of milk in $\frac{1}{2}$ pint bottles to schools shall be 3¢.

2. That the aforesaid Marketing Agreement for Milk - Baltimore Area shall be amended by striking out paragraph 15 thereof and inserting a new paragraph numbered 15 reading as follows:

"The contracting distributors hereby apply for and consent to licensing by the Secretary. Such license shall be in accordance with applicable regulations heretofore and hereafter prescribed by the Secretary and approved by the President and shall be subject to the right and power of the Secretary from time to time to modify or amend any license issued to distributors of fluid milk in the Baltimore Area."

3. This Amendment of the Marketing Agreement for Milk - Baltimore Area shall become effective at such time as the Secretary may declare above his signature attached hereto.

4. The provisions of the aforesaid Marketing Agreement except as amended by this Amendment shall continue to be in full force and effect.

IN WITNESS WHEREOF the contracting producers and the contracting distributors, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations herein contained, and not otherwise, have hereunto set their respective hands and seals.

WHEREAS, it appears, after due consideration, that the aforesaid marketing agreement, as amended, will tend to effectuate the policy of Congress set forth in Section 2 of the Act in that such marketing agreement, as amended, will:

(1) establish and maintain such balance between the production of milk in the Baltimore Sales Area and the consumption of such milk and its products in the Baltimore Sales Area and such marketing conditions therefor as will reestablish prices to the producers thereof at a level that will give such agricultural commodity a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of such agricultural commodity in the base period as defined in Section 2 of the Act; and

(2) approach such equality of purchasing power by gradual correction of the present inequalities herein at as rapid a rate as is possible in view of current consumptive demand in domestic and foreign markets; and

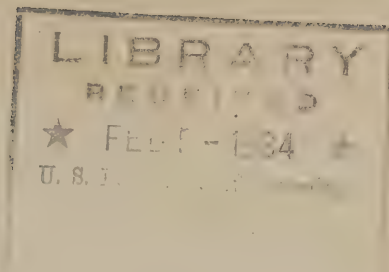
(3) to protect the consumers' interest by retaining the production of such agricultural commodity at such level as will not increase the percentage of the consumers' retail cost for such agricultural commodity or product de-

rived therefrom which was returned to the farmers above the percentage which was returned to the farmers in the pre-war period August 1909 - July 1914.

NOW, THEREFORE, I, HENRY A. WALLACE, Secretary of Agriculture, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise, do hereby execute this Amendment amending the "Marketing Agreement for Milk - Baltimore Area", heretofore duly executed by me, under my hand and the official seal of the Department of Agriculture in the City of Washington, District of Columbia, on this, 16th day of November, 1933; and pursuant to the provisions thereof, I declare this Amendment to be effective on and after 12:01 a.m. eastern standard time, November 16, 1933.

(S) HENRY A. WALLACE
Secretary of Agriculture.

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AMENDMENT TO MARKETING
AGREEMENT FOR MILK - BALTIMORE AREA

It is hereby certified that the document attached hereto is a true and correct copy of said amended Agreement as tentatively approved by the Secretary of Agriculture, January 8, 1934.

Ammon McClellan
Chief Hearing Clerk
Department of Agriculture.

T-A 1/8/34

AMENDMENT OF MARKETING AGREEMENT FOR MILK - BALTIMORE AREA

1. The parties to this Amendment of the Marketing Agreement for Milk - Baltimore Area are the contracting producers, the contracting distributors and the Secretary of Agriculture of the United States.

WHEREAS, it is the declared policy of Congress, as set forth in Section 2 of the Agricultural Adjustment Act, approved May 12, 1933, as amended:

- (1) to establish and maintain such balance between the production and consumption of agricultural commodities and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period; the base period in the case of all agricultural commodities except tobacco being the pre-war period, August 1909 - July 1914, and in the case of tobacco, the base period being the post-war period, August 1919 - July 1929;
- (2) to approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is deemed feasible in view of the current consumptive demand in domestic and foreign markets; and
- (3) to protect the consumers' interest by readjusting farm production at such level as will not increase the percentage of the consumers' retail expenditures for agricultural commodities, or products derived therefrom which is returned to the farmer, above the percentage which was returned to the farmer in the pre-war period August 1909 - July 1914; and

WHEREAS, pursuant to the Act, the parties hereto, for the purposes of correcting the conditions now obtaining in the marketing of fluid milk in the Baltimore Area, desire to amend the "Marketing Agreement for Milk - Baltimore Area", approved and executed by the Secretary of Agriculture September 25, 1933, as amended, in the manner herein set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. That the aforesaid Marketing Agreement for Milk - Baltimore Area, as amended, shall be amended by striking out all of the paragraph of said Agreement, as amended, numbered "19", and by inserting in lieu thereof a new paragraph numbered "19" reading as follows:

19. During the first five months during which this agreement is in effect the schedule of prices established in Exhibit "C" shall be maintained, unless because of competitive conditions, a majority of the Contracting Distributors acting collectively (measured by volume of

fluid milk distributed) determines that the prices in such schedule should be reduced. In such event such majority shall establish, for the remainder of such 5 month period, a schedule of reduced prices as the schedule effective during this period. Such reduction shall not affect the schedule of prices to be paid to producers, set forth in Exhibit A, during this 5 month period, nor the schedule established in Exhibit C thereafter.

2. Paragraph "19" as contained in said Marketing Agreement for Milk - Baltimore Area, as amended, shall cease to be effective on and after the effective date of this Amendment.

3. This Amendment of the Marketing Agreement for Milk - Baltimore Area shall become effective at such time as the Secretary may declare above his signature attached hereto,

4. The provisions of the aforesaid Marketing Agreement, as amended, except as amended by this Amendment shall continue to be in full force and effect.

IN WITNESS WHEREOF the contracting producers and the contracting distributors, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations herein contained, and not otherwise, have hereunto set their respective hands and seals.

ATTEST

NAME OF FIRM

BY

BY

TITLE

TITLE

SEAL - If corporate

WHEREAS, it appears, after due consideration, that the aforesaid Marketing Agreement, as amended, will tend to effectuate the policy of Congress set forth in Section 2 of the Act in that such Marketing Agreement, as amended, will:

(1) establish and maintain such balance between the production of milk in the Baltimore Area and the consumption of such milk and its products in the Baltimore Area and such marketing conditions therefor as will reestablish prices to the producers thereof at a level that will give such agricultural commodity a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of such agricultural commodity in the base period as defined in Section 2 of the Act; and

(2) approach such equality of purchasing power by gradual correction of the present inequalities herein at as rapid a rate as is possible in view of current consumptive demand in domestic and foreign markets; and

(3) to protect the consumers' interest by retaining the production of such agricultural commodity at such level as will not increase the percentage

of the consumers' retail cost for such agricultural commodity or product derived therefrom which was returned to the farmers above the percentage which was returned to the farmers in the pre-war period August 1909-July 1914.

NOW, THEREFORE, I, HENRY A. WALLACE, Secretary of Agriculture, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise, do hereby execute this Amendment amending the "Marketing Agreement for Milk - Baltimore Area", heretofore duly executed by me, under my hand and the official seal of the Department of Agriculture in the City of Washington, District of Columbia on this day of , 1934 and pursuant to the provisions thereof, I declare this Amendment to be effective on and after 12:01 A.M. eastern standard time , 1934.

Secretary of Agriculture

AUTHORIZATION TO CORRECT TYPOGRAPHICAL ERRORS
TO BE EXECUTED BY ALL SIGNERS

We, the undersigned, hereby authorize B. B. Derrick to consent on our behalf to the correction of any typographical errors which the Agricultural Adjustment Administration may consider it advisable to make in the Amendment to Marketing Agreement for Milk - Baltimore Area.

Date

Firm Name

By _____

Name

Title -- SEAL
(If corporation)

Corporations only

CERTIFICATION OF RESOLUTION

At a duly convened meeting of the Board of Directors of

held at

on the _____ day of

_____, 1934, the following resolution was adopted:

RESOLVED, that _____

shall become a party to the amended Marketing Agreement for Milk, Baltimore Area, as read and explained to the meeting, and it is further RESOLVED, that

(title)

and _____ (title), be, and hereby are authorized and directed to sign, execute, and deliver a counterpart of said amended Agreement attached hereto, to the Secretary of Agriculture, together with an authorization naming B. B. Derrick to correct typographical errors.

I, _____ Secretary of

_____ do hereby certify that this is a true and correct copy of a resolution adopted at the above named meeting, as said resolution appears in the minutes thereof.

Address of firm,

SEAL

AND SEAL AT SIGNATURE LINE IN BODY OF CONTRACT.

BALTIMORE MILK AGREEMENT

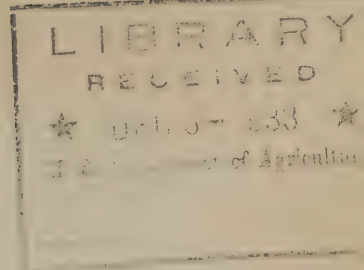
Production Area Amendment

Page 2, section f., strike out all of said section after the word "includes" in the first line and substitute therefor "all the following territory on the Western Shore of Maryland within the area described as follows:

"Beginning where the Susquehanna River enters the Chesapeake Bay at Havre de Grace, follow the river to Peach Bottom, Pa., follow the Peach Bottom Road, through Airville, Pa., to crossroads 1 mile north. Turn left on county road to Laurel, Pa., from Laurel, Pa., to Base crossroads, to Stewartstown, Pa., west, through Orwig, Pa., to Shrewsbury, Pa. From Shrewsbury, Pa., to Glenrock, Pa., follow the Penna. R.R. to Hanover Jct., Pa., follow West Md. R.R. to Porters Sidelings, Pa., to Hanover, Pa. From Hanover follow the State Road to Littlestown, Pa. From Taneytown Road to Pennsylvania-Maryland Line, follow State Line to where the U.S. Highway No. 15 crosses the line, south on highway through Emmitsburg, Md., to Thurmont. From Thurmont follow road to Creagerstown, to Woodsboro, to Libertytown, to New London, to New Market to Monrovia, to Damascus to Etchison, to Unity, to Brighton, to Highland, to Fulton, to Scaggsville; then follow Columbia Pike to Ellicott City, follow the Patapsco River to the Annapolis Boulevard at Brooklyn, south on Annapolis Boulevard through Glenburnie to Upper Marlboro, thence to Drury, Greenrock to Shadyside, then along the west side of the Chesapeake Bay to the Susquehanna River, the starting point."

1.74

D. H. Mac
Baltimore



UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION

PROPOSED
AMENDMENT TO
MARKETING AGREEMENT
FOR
FLUID MILK - BALTIMORE AREA

The Amendment to the Baltimore Milk Marketing Agreement in its present form merely reflects the proposal of the Maryland State Dairymen's Association, Inc., and none of the provisions contained therein are to be regarded as having received the approval of the Agricultural Adjustment Administration as applying to this Industry.

AMENDMENT OF MARKETING AGREEMENT FOR MILK - BALTIMORE AREA

1. The parties to this Amendment of the Marketing Agreement for Milk-Baltimore Area are the contracting producers, the contracting distributors, and the Secretary of Agriculture of the United States.

WHEREAS, it is the declared policy of Congress, as set forth in Section 2 of the Agricultural Adjustment Act, approved May 12, 1933, as amended

- (1) to establish and maintain such balance between the production and consumption of agricultural commodities and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period; the base period in the case of all agricultural commodities except tobacco being the pre-war period, August 1909-July 1914, and in the case of tobacco, the base period being the post-war period, August 1919-July 1920:
- (2) to approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is deemed feasible in view of the current consumptive demand in domestic and foreign markets; and
- (3) to protect the consumers' interest by readjusting farm production at such level as will not increase the percentage of the consumers' retail expenditures for agricultural commodities, or products derived therefrom which is returned to the farmer, above the percentage which was returned to the farmer in the pre-war period August 1909 - July 1914; and

WHEREAS, it is understood that to effectuate such declared policy, the contracting producers shall receive a fair proportion of the financial benefits resulting to the contracting distributors from this Amendment to the said Marketing Agreement for milk-Baltimore Area and acts done pursuant thereto until parity is achieved for the contracting producers, and that subject to the foregoing, at all times, efforts will be made by the contracting distributors to yield the consumers a fair proportion of such financial benefits and savings; and

WHEREAS, pursuant to the Act, the parties hereto, for the purposes of contracting the conditions now obtaining in the marketing of fluid milk in the Baltimore Sales Area, desire to amend the "Marketing Agreement for Milk-Baltimore Area, approved and executed by the Secretary of Agriculture July 28, 1933, in the manner herein set forth, NOW, THEREFORE, the parties hereto agree as follows:

1. That the aforesaid Marketing Agreement for Milk - Baltimore Area shall be amended by striking out all of the paragraph numbered "1" of Exhibit "A" and inserting in lieu thereof a new paragraph numbered "1" reading as follows:-

1. Contracting Distributors shall pay producers for milk delivered at the following prices:

(a) Class I Milk. - The price F.O.B. Baltimore for milk of 4% butterfat content shall be \$3.08 per cwt. (26 1/2¢ per gallon).

(b) Class 2 Milk - The price F.O.B. Baltimore for milk of 4% butterfat content shall be \$2.44 per cwt. (21¢ per gallon).

(c) Class 3 Milk. - The price F.O.B. Baltimore for milk of 4% butterfat content shall be that arrived at pursuant to the provisions of paragraph 3 (c), Article B, of Exhibit B.

(d) The foregoing prices shall be subject to a butterfat differential of 4.64¢ per cwt. (.4¢ per gallon) per 1/10 of 1% butterfat content above or below 4%.

2. That the aforesaid Marketing Agreement for Milk - Baltimore area shall be amended by striking out all of Exhibit "C" thereof and inserting in lieu thereof an Amended Exhibit "C" which is attached hereto and made a part hereof.

3. The Paragraph numbered "1" of Exhibit "A", and all of Exhibit "C" for Milk - Baltimore Area shall cease to be effective on and after the effective date of this Amendment.

4. This Amendment of the Marketing Agreement for Milk - Baltimore Area shall become effective at such time as the Secretary may declare above his signature attached hereto.

5. The provisions of the aforesaid Marketing Agreement except as amended by this Amendment shall continue to be in full force and effect.

IN WITNESS WHEREOF the contracting producers and the contracting distributors, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations herein contained, and not otherwise, have hereunto set their respective hands and seals.

WHEREAS, it appears, after due consideration, that the aforesaid marketing agreement, as amended, will tend to effectuate the policy of Congress set forth in Section 2 of the Act in that such marketing agreement, as amended, will:

(1) Establish and maintain such balance between the production of milk in the Baltimore Production Area and the consumption of such milk and its products in the Baltimore Sales Area and such marketing conditions therefor as will reestablish prices to the producers thereof at a level that will give such agricultural commodity a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of such agricultural commodity in the base period as defined in Section 2 of the Act; and

(2) Approach such equality of purchasing power by gradual correction of the present inequalities herein at as rapid a rate as is possible in view of current consumptive demand in domestic and foreign markets; and

(3) To protect the consumers' interest by retaining the production of such agricultural commodity at such level as will not increase the percentage of the consumers' retail cost for such agricultural commodity or product derived therefrom which was returned to the farmers above the percentage which was returned to the farmers in the pre-war period August 1909 - July 1914.

NOW, THEREFORE, I, HENRY A. WALLACE, Secretary of Agriculture, acting under the provision of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise, do hereby execute this Amendment amending the "Marketing Agreement for Milk - Baltimore Area, heretofore duly executed by me, under my hand and the official seal of the Department of Agriculture in the City of Washington, District of Columbia, on this day of 1933; and pursuant to the provisions thereof, I declare this Amendment to be effective on and after 12:01 a.m. eastern standard time, , 1933.

Secretary of Agriculture.

Amended Exhibit C

Price Schedule for Contracting Distributors' Sales

(a) Sales of the following articles in the Baltimore Sales Area shall be at the prices hereinafter in this exhibit set forth.

(b) Sales of raw milk between Contracting Distributors who purchase any part of their milk from producers may not be made at less than the Class I price.

(c) It shall not be deemed a violation of the Agreement to add to the selling price of any article hereinafter in this exhibit specified, any sales or occupational taxes imposed by the laws of any State if permitted by such laws, but any such additions shall be uniform as to all Contracting Distributors.

(d) The Contracting Distributors may sell to any public unemployment relief agency or to the Family Welfare Association, Associated Jewish Charities, Catholic Charities or Salvation Army at less than the following prices:

		Wholesale prices	
	Retail price from wagons and stores	To stores (for resale,	To hotels hospitals, restaurants, drug stores, schools
<hr/>			
Milk:			
Gallons	----	----	0.36
Quarts.	0.12	0.11	.11
Pints . . . . .	.07	.06	.06
1/2 pints	----	----	* .03 1/2
Special Milk:			
Quarts. . . . .	.14	.13	.13
Pints . . . . .	.08	.07	.07
1/2 pints	----	----	.04
Chocolate Milk:			
Quarts. . . . .	.14	.14	.13
Pints . . . . .	.08	.07	.07
1/2 pints . . . . .	.05	.03 1/2	.03 1/2
Buttermilk:			
Gallons	----	----	.20

	Retail price from wagons and stores	Wholesale Prices	
		To stores (for resale)	To hotels hospitals, restaurants, drug stores, schools
Buttermilk (cont'd)			
Quarts . . . . .	.09	.08	.03
Pints. . . . .	.06	.05	.03
1/2 pints	---	---	.03 1/2
Buttermilk (creamed):			
Quarts . . . . .	.11	---	---
Pints. . . . .	.07	---	---
20% cream:			
Gallons.	---	---	1.25
Quarts . . . . .	.50	.45	.40
Pints.	---	---	.25
1/2 pints. . . . .	.15	.13	---
1/4 pints. . . . .	.09	.08	---
30% cream:			
Gallons.	---	---	1.72
Quarts . . . . .	.70	.65	.55
Pints.	---	---	.30
1/2 pints. . . . .	.20	.18	---
1/4 pints. . . . .	.11	.10	---
40% cream:			
Gallons.	---	---	2.12
Quarts . . . . .	.85	.80	.65
Pints	---	---	.35
1/2 pints. . . . .	.25	.23	---
1/4 pints. . . . .	.14	.13	---
Sour cream:			
Gallons.	---	---	1.25
1/2 pints. . . . .	.15	.13	---
Gallons (special) . .	---	---	1.35
Cottage cheese:			
12-ounce package . .	.12	.10	.10
10-pound package . .	---	.80	.80
40-pound package . .	---	---	2.40

	Retail price from wagons and stores	Wholesale prices	
		To stores (for resale)	To hotels, hospitals, restaurants, drug stores, schools
Cream cottage cheese:			
3-ounce glass . . . .	.12	.10	---
Raw bulk milk: (in 40-quart cans to wholesale ice cream dealers).	Class 2 price (4% butterfat) plus 10%.		

The prices in column 2 (to Stores for Resale) are below the retail prices and stores shall not resell at less than the retail prices in column 1.

Pasteurized Bulk Milk shall only be sold in wholesale units of not less than 2 gallons and shall not be delivered to private homes in any quantities.

* Milk shall be sold to schools in half (1/2) pint bottles at 3¢.

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION

PROPOSED AMENDMENT TO MARKETING AGREEMENT - FLUID MILK BALTIMORE AREA

SUBMITTED BY: MARYLAND STATE DAIRYMEN'S ASSOCIATION, INC.

I, Ammon McClellan, Chief Hearing Clerk, Department of Agriculture, do hereby certify that this is a true and correct copy of the Amendment to the Marketing Agreement for fluid milk in the Baltimore Area, delivered to this office from Mr. B. B. Derrick, Chief, Dairy Section.

Ammon McClellan
Chief Hearing Clerk
5428 South Building
Department of Agriculture

